

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

Agreement between the City and the Federal Building Authority.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the Huntsville City Federal Building Authority.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is to provide funds for the purpose of the FBA contracting for the construction of two General Officer Quarters and the Goss Road Extension on Redstone Arsenal.

Associated Cost: \$2,500,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____ Date: _____

RESOLUTION NO. 13-_____

WHEREAS, the City of Huntsville, as part of its \$2,500,000.00 unconditional gift to the United States Army of capital infrastructure improvements on Redstone Arsenal, in accordance with the promises included in the Annexation and Development Agreement between the City of Huntsville, Alabama and LW Redstone Company, LLC dated March 25, 2010, as amended, desires that the Federal Building Authority provide to the United States Department of Army, at a cost not to exceed \$2,500,000.00 at least Two (2) General Officer Quarters and an extension to Goss Road on Redstone Arsenal be constructed and donated for the use and the benefit of the United States Army.

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville, and the City of Huntsville Federal Building Authority, , on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and the City of Huntsville City Federal Building Authority," consisting of ____ (____) pages and the date of September 26, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of September, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of September, 2013.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE, ALABAMA
AND THE CITY OF HUNTSVILLE
FEDERAL BUILDING AUTHORITY
FOR THE CONSTRUCTION OF TWO
GENERAL OFFICER QUARTERS
AND AN EXTENSION TO GOSS ROAD AT
REDSTONE ARSENAL, ALABAMA**

AGREEMENT

This Agreement made and entered into on this the 26th day of September 2013 by and between the City of Huntsville, Alabama, a municipal corporation existing under the laws of the State of Alabama (hereinafter referred to as "City"), and the City of Huntsville's Federal Building Authority, a public corporation and instrumentality under the laws of the State of Alabama (hereinafter referred to as "FBA"):

Section 1. PURPOSE

Pursuant to *Code of Alabama*, (1975 and Supp. 2002), Section 11-101-1, *et seq.*, the corporate purpose of the Federal Building Authority is to provide buildings, facilities, and other property for lease to and use by the United States Department of Army, its department, agencies and instrumentalities. The City of Huntsville, as part of its \$2,500,000.00 unconditional gift to the United States Army of capital infrastructure improvements on Redstone Arsenal, in accordance with the Annexation and Development Agreement between the City of Huntsville, Alabama and LW Redstone Company, LLC dated March 25, 2010, as amended, desires that the Federal Building Authority provide to the United States Department of Army, at a cost not to exceed \$2,500,000.00 at least Two (2) General Officer Quarters and an extension to Goss Road on Redstone Arsenal be constructed and donated for the use and the benefit of the United States Army.

Section 2. FUNDING/PAYMENTS

The City does hereby agree to provide funds in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to the FBA for the purpose of the FBA contracting for the construction of the two (2) General Officer Quarters and the Goss Road Extension. Such funds shall be provided to the FBA as Application for Payment requests are made from the construction contractors in accordance with the draw schedule in the construction contracts and as approved by the FBA. Any procedures relating to payment issues shall be coordinated with the City of Huntsville's Finance Director. The City shall make payment to the FBA within ten (10) calendar days of the receipt from the FBA of an approved Application for Payment. Such contract for construction shall be in a form and in substance acceptable to and subject to the approval of the City Attorney of the City of Huntsville.

Section 3. PERIOD OF PERFORMANCE

The period of performance of this Agreement is for the term of the license granted by the Secretary of the Army for this purpose but shall not exceed one (1) year from the date of this Agreement or the date of the license, whichever occurs last in time. In the event that the Secretary of the Army revokes the license during this timeframe, this Agreement shall be terminated in accordance with the Termination clause set forth in Section 7 of this Agreement.

Section 4. PREMISES AND GENERAL OFFICER QUARTERS DESCRIPTION AND GOSS ROAD EXTENSION

The construction of the General Officer Quarters shall be accomplished on the premises owned by the United States Government as set forth in the Omnibus Agreement including the DA License and the exhibits thereto, a draft of which is included herein as Attachment "A". The General Officer Quarters shall be constructed in accordance with plans and specifications furnished by the Garrison Commander of Redstone Arsenal and as included in the details of Attachment "A".

Construction plans for the Goss Road Extension shall be provided by the City of Huntsville under separate contract with the Goss Road Extension contractor inasmuch as the City has previously contracted with LBYD as approved by City of Huntsville Resolution No. 12-627 for the development of the plans and specifications in the amount of \$122,039.00. In the event that the contractor fails to promptly enter into a contract with the City for these plans prepared by LBYD, then the \$2,500,000.00 amount available to the FBA for these construction projects shall be reduced by the City's original cost of development of the plans, \$122,039.00.. Such construction shall be accomplished in accordance with all applicable laws, rules, and regulations as required by applicable federal, state or local law. Construction contracts shall contain all terms, conditions, clauses and special provisions required by the Army and must be approved by the Garrison Commander of Redstone Arsenal and City of Huntsville's City Attorney's office prior to execution by the Contractor and the FBA.

Section 5. AVAILABILITY OF RECORDS

The FBA agrees to maintain adequate and detailed records, including financial records of this project and to require its contractor to do so in the furtherance of the construction on the General Officer Quarters and Goss Road Extension. Such records shall be available to the City of Huntsville or its assigned agents for inspection or audit at a reasonable time and place.

Section 6. TERMINATION

The City may for any reason whatsoever terminate performance under this Agreement by the FBA for convenience. The City shall give written notice of such termination to the FBA specifying when termination becomes effective. The FBA shall incur no further obligations in connection with the Work and the FBA and its Contractor shall stop Work when such termination becomes effective. The FBA and its Contractor shall also terminate outstanding orders and subcontracts. The FBA shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the FBA to assign the FBA or its Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee. The FBA shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data as required by the City. The total sum to be paid to the FBA under this paragraph shall not exceed the total Agreement

price of \$2,500,000.00 as properly adjusted, reduced by the amount of the payments otherwise made, and shall in no event include duplication of payment.

Section 7. GENERAL TERMS AND CONDITIONS

7.1 Governing Law

This Agreement shall be governed by the laws of the State of Alabama.

7.2 Intent And Interpretation

This Contract is intended to be an integral whole and shall be interpreted as internally consistent. The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

7.3 Time Is Of The Essence

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 Notices

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; is delivered via facsimile; or is sent by U.S. Mail, postage prepaid. All notices shall be delivered to the addresses set forth below: Notices given by hand delivery or by telex, facsimile, telecopy or other electronic means shall be deemed received on the next business day following the date of receipt. Notices given by U.S. Mail shall be deemed received as of the second day following posting.

CITY: Peter S. Joffrion
City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

FBA: Robert D. Ludwig
City of Huntsville Federal Building Authority
308 Fountain Circle
Huntsville, Alabama 35801

Notices hand delivered or delivered via facsimile shall be deemed given the same business day of the date of delivery. Notices given by U.S. Mail shall be deemed given as of the third business day following the date of posting.

7.5 Waiver

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

7.6 Severability

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

7.7 Entire Agreement

This Agreement represents the entire agreement among the parties to this Agreement and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties to the Agreement.

ATTEST:

City of Huntsville, Alabama

Date: _____

Its Mayor
Date: _____

ATTEST:

**City of Huntsville Federal Building
Authority**

Date: _____

Its Chairman
Date: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tommy Battle and Charles E. Hagood, as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, a municipal corporation, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of September, 2013.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ and _____, as Chairman and Secretary/Member, respectively, of the City of Huntsville Federal Building Authority, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said Public Building Authority on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of September, 2013.

Notary Public
My Commission Expires: _____

OMNIBUS AMENDMENT TO PROJECT DOCUMENTS

(Redstone Arsenal Family Housing Project)

THIS OMNIBUS AMENDMENT TO PROJECT DOCUMENTS (this "*Amendment*"), is entered into as of _____, 2013 (the "*Effective Date*"), by and among THE SECRETARY OF THE ARMY, acting by and through the Acting Deputy Assistant Secretary of the Army (Installation, Housing & Partnerships), on behalf of THE UNITED STATES OF AMERICA (the "*Government*"), REDSTONE COMMUNITIES, LLC, a Delaware limited liability company (the "*Project Owner*"), REGIONS BANK, an Alabama banking corporation, not in its individual capacity, but solely as trustee under the Indenture (as defined below) (the "*Trustee*"), and HBC PROPERTY MANAGERS, LLC, a Texas limited liability company, successor by conversion of HBC Property Managers Limited Partnership, a Texas limited partnership ("*HBCPM*"), as Asset Manager and as Property Manager. Each of the Government, the Project Owner, the Trustee, and HBCPM is referred to individually as a "*Party*" and collectively as the "*Parties*".

Recitals

A. The Government, as Lessor, and Project Owner, as Lessee, entered into a Department of the Army Ground Lease and Conveyance of Improvements for Residential Communities Initiatives Purposes Located on Redstone Arsenal, Madison County, Alabama, DACA65-01-06-27 (as amended, modified, restated or supplemented from time to time, the "*Ground Lease*"), dated as of October 1, 2006, covering certain parcels of land located at Redstone Arsenal, Madison County, Alabama ("*Redstone Arsenal*"). A Memorandum of Ground Lease and Conveyance of Improvements (the "*Memorandum of Lease*") was recorded in the Probate Records of Madison County, Alabama, under Document No. 20061114000775830, relating to property and improvements subject to the Ground Lease as described in Exhibits A-1, A-2, A-3 and A-4 attached to the Ground Lease (the "*Leased Premises*").

B. Redstone Investments, LLC, a Delaware limited liability company (the "*Redstone Investments*"), the Government and AHIM, LLC, a Nevada limited liability company, as Independent Member, entered into an Amended and Restated Limited Liability Company Operating Agreement (as amended, modified, restated or supplemented from time to time, the "*Operating Agreement*"), dated as of October 1, 2006, governing such parties' relationship as members of the Project Owner. The Ground Lease, the Memorandum of Lease, the Operating Agreement, and the other contracts and/or agreements entered into by and between Project Owner and the Government with respect to the Project, are hereinafter referred to as the "*Government Documents*".

C. The Project Owner was formed to plan, develop, redevelop, finance, refinance, construct, renovate, replace, own, lease, operate, maintain, repair, replace, lease and manage a residential housing development, consistent with the CDMP, constituting a military housing community consisting of 352 renovated residential Housing Units (the "*Original Project*"), for use by military personnel and their families assigned to Redstone Arsenal, and do all things incidental to or in furtherance of the foregoing purposes.

D. The Project Owner obtained financing for the Original Project pursuant to the terms of a Trust Indenture and Security Agreement (as amended, modified, restated or supplemented from time to time, the "*Indenture*"), dated as of October 1, 2006, between the Project Owner, as Issuer, and the Trustee. The Trust Indenture, and the other contracts and/or agreements entered into by and between

Project Owner and the Trustee with respect to the Original Project, are hereinafter referred to as the "**Loan Documents**".

E. To design and develop the Original Project, the Project Owner entered into a Development Management Agreement (as amended, modified, restated or supplemented from time to time, the "**Development Agreement**"), dated as of October 1, 2006, between the Project Owner and Redstone Investments. To renovate and construct the Original Project, the Project Owner and Hunt Building Company, Ltd., a Texas limited partnership, as Design-Builder, entered into a Standard Form of Agreement Between Owner and Design-Builder – Lump Sum (Guaranteed Maximum Price) for the Project, dated as of October 1, 2006 (as amended, modified, restated or supplemented from time to time, the "**Original Construction Contract**"). The development, renovation and construction of the Original Project has been completed in accordance with the terms of the Indenture, and the Original Project has been accepted by the Government.

F. To manage, maintain and operate the Original Project, the Project Owner entered into (i) a Property Management Agreement (as amended, modified, restated or supplemented from time to time, the "**PMA**"), dated as of October 1, 2006, between the Project Owner and HBCPM, as the property manager, and (ii) an Asset Management Agreement (as amended, modified, restated or supplemented from time to time and, together with the PMA, the "**Management Agreements**"), dated as of October 1, 2006, between the Project Owner and HBCPM, as the Asset Manager.

G. The Government Documents, the Loan Documents, the Management Agreements, and, except for the Development Agreement and the Original Construction Contract, all other documents related to the ownership, development, redevelopment, financing, refinancing, construction, renovation, leasing, operation, management, maintenance, repair and replacement of the Housing Units, are hereinafter referred to as the "**Original Project Documents**".

H. The Original Project Documents specify that 352 Housing Units¹ in the Original Project (including two manager units) were to be renovated by the end of the IDP and list the breakdown of personnel authorized to lease such Housing Units by rank. The total number of Housing Units for general field officer quarters ("**GFOQ Units**") included in the Original Project at the end of the IDP is 3, and after demolition of 101 Housing Units by 2026, the end-state number of GFOQ Units constituting a part of the Original Project will be 3.

I. Concurrently with the execution of the Ground Lease, the Government conveyed the Existing Improvements (as such term is defined in the Ground Lease), including Housing Units, to the Project Owner. The Ground Lease provides that the Government will make no claim of title during the term of the Ground Lease to any Future Improvements (as such term is defined in the Ground Lease) that are constructed or located on the Leased Premises by, or on behalf of, the Project Owner.

J. The City of Huntsville, Alabama through its Federal Building Authority (the "**FBA**"), desires to donate to the Government 2 additional GFOQ Units, together with any related improvements (the "**New GFOQ Units**"). At the request of the FBA, and subject to the terms and conditions of this Amendment, the Government, the Project Owner and the Trustee have agreed to allow the FBA, at its cost, to build the New GFOQ Units on the Leased Premises in accordance with the terms and conditions set forth in this Amendment. The FBA has agreed that the Plans for the New GFOQ Units, the Contractor, the Construction Contract, and its contingency plan to address any costs overruns by the contractor shall be subject to the reasonable approval of the Government and the Project Owner. The FBA agrees to engage the Contractor, enter into the Construction Contract, and to construct, or cause to

¹ To be scaled back to approximately 232 units, including two manager units, by 2026.

be constructed, the New GFOQ Units. Upon Completion, the FBA agrees to transfer and convey the New GFOQ Units to the Government, and the Government agrees to transfer and convey the New GFOQ Units to the Project Owner, at which time, except as otherwise provided in this Amendment, the New GFOQ Units shall (i) become a part of the Improvements; (ii) become subject to the terms of the Original Project Documents, including the terms of the Mortgage and the other Loan Documents; (iii) have an end-state unit count and Units Online for GFOQ Units that will be 12; and (iv) be leased and managed by HBCPM in accordance with the terms of the Management Agreements.

K. The Government and the Project Owner agree that the New GFOQ Units will be located along Wadsworth Drive and/or Ripley Drive in that portion of the Leased Premises designated as Parcel B in the Ground Lease. The location of the New GFOQ Units within Parcel B is shown on Exhibit A appended hereto (designated as "*Future Army GO Home Sites*"). The Government and/or the Project Owner, with the consent of the Trustee, agree to grant to the FBA any necessary temporary construction and/or access easements (the "*Construction Easements*") over, upon or across the Leased Premises to the location of the Future Army GO Home Sites.

L. The Parties desire to memorialize their agreements in writing and, to the extent necessary or applicable, modify and amend the Original Project Documents to reflect those agreements.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms not defined in this Amendment have the meaning assigned to them in the Indenture. The following terms have the following meaning:

"*Approvals*" means all of the permits, licenses, certificates of occupancy or other consents or approvals required by any Governmental Agency or a Legal Requirement to construct, complete, use and occupy the New GFOQ Units in compliance in all material respects with the terms of all Original Project Documents and Legal Requirements.

"*Completion*" means that all of the following conditions have occurred or been satisfied to the reasonable satisfaction of the Government and the Project Owner:

- (i) the Work has been substantially completed (exclusive of the seasonal, punch list and other items of a minor nature) in a good and workmanlike manner, free of Liens or Liabilities other than Permitted Encumbrances, in accordance with the Construction Contract, the Plans, this Amendment and in compliance with Legal Requirements in all material respects;
- (ii) the Work has been fully paid;
- (iii) no event has occurred and no condition exists that constitutes an event of default under the Construction Contract;
- (iv) all of the Work requiring inspection or certification has been completed, inspected or certified satisfactorily and all requisite Approvals for the Work have been obtained by the FBA;
- (v) final, unconditional certificates of occupancy (or comparable certificates or permits) have been issued by the appropriate Governmental Agency, or the Project Owner, as the case may be, confirming that the New GFOQ Units are completed and ready for occupancy for residential purposes;

(vi) the Government has accepted the New GFOQ Units as completed and ready for occupancy for residential purposes;

(viii) the Trustee has received a certificate of substantial completion executed by the Contractor;

(ix) the Trustee has received a certification by the FBA that the Work has been substantially completed satisfactorily in accordance with the Construction Contract, the Plans and this Amendment, a copy of which certification shall be delivered by the Project Owner to the Credit Enhancer if so requested;

(x) the Contractor shall have furnished to the City, the Government, the Project Owner and the Trustee (i) a title examination or title commitment, with an effective date not more than 30 days before the date delivered to such parties, prepared by a title company and in form reasonably satisfactory to such parties, covering the Leased Premises showing that no Liens or any claim of Lien appears of record with respect to the Work or the New GFOQ Units; (ii) a full release of Liens and (iii) an affidavit affirming that all bills covering all payrolls, all materials and equipment, and any other indebtedness pertaining to the Work for which the City, the Government or the Project Owner may be liable, all in form satisfactory to such parties and in accordance with and to the fullest extent provided by the laws of the State of Alabama;

(xi) the Trustee shall have received full lien releases, in form satisfactory to such parties and in accordance with and to the fullest extent provided by the laws of the State of Alabama, from first-tier subcontractors and suppliers of Contractor; and

(xii) the Contractor has provided the Warranty to the FBA in writing and such Warranty, with the Contractor's written consent, has been assigned to the Government and to the Project Owner as third party beneficiaries with the right to enforce such Warranty.

"Completion Date" means the date on which Completion has occurred.

"Contractor" CCI, an Alabama corporation, and its agents, employees and subcontractors, or any other contractor approved by the Government and the Project Owner.

"Construction Contract" means a construction contract between the FBA and the Contractor for the construction and completion of the New GFOQ Units in accordance with the Plans and this Amendment and in compliance with Legal Requirements in all material respects.

"Construction Period" means the period commencing on the Effective Date and ending on the date the FBA conveys the New GFOQ Units to the Government.

"Cost of the Work" means all costs, fees and expenses necessarily incurred by the FBA and/or the Contractor in the proper performance of the Work including cost overruns if the actual cost to perform the Work to Completion exceeds the contract sum set forth in the Construction Contract.

"Dispute" means any controversy, claim, dispute, violation, default or breach arising out of or relating in any way to this Amendment, the Construction Contract, or any other document between the Parties related to the New GFOQ Units, including any alleged or threatened claim, dispute, violation, default or breach of the provisions contained in this Amendment, the Construction Contract or any other document between the Parties related to the New GFOQ Units.

"IDP" means Initial Development Period as such term is defined in the Indenture.

"Legal Requirements" means any federal, state, local or municipal law, statute, ordinance, code, rule, regulation, order, decree, judicial decision or judgment, including, without limitation, zoning, fire, health and safety codes, that are now applicable to the Original Project or to the Leased Premises.

"Liabilities" means any pending or, to the best of Contractor's knowledge, threatened, claim, action, suit, proceeding or other allegation of liability, including liability for Taxes, arising out of the Work.

"Lien" means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), preference, priority or other security agreement or arrangement of any kind or nature whatsoever other than Permitted Encumbrances, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction other than the financing statement filed in connection with the Loan Documents.

"Mortgage" means the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (as the same may be amended, modified, restated or supplemented from time to time), dated as of November 1, 2006, recorded in the Probate Records of Madison County, Alabama, under Document No 20061201000818180.

"Plans" means the complete plans and specifications for the New GFOQ Units, including all fixtures and equipment, necessary for the site preparation, construction, operation and use of the improvements, prepared or to be prepared by or on behalf of the FBA and any amendments thereto as may from time to time be made by FBA and approved by the Government and the Project Owner.

"Scheduled Completion Date" means _____, 2014 subject to stoppages caused by Force Majeure and changes in the Plans made in accordance with the terms of this Amendment.

"Taxes" means all (a) United States federal, state or local or non-United States taxes, assessments, charges or other similar governmental charges of any nature, including all income, gross receipts, employment, transfer, sales, use, occupation, property, excise, ad valorem, value added, and other taxes, assessments, charges, duties, fees, levies or other similar governmental charges of any kind; (b) any Liability for the payment of any amount of a type described in clause (a) arising as a result of the Work; and (c) any Liability for the payment of any amount of a type described in clause (a) or clause (b) as a result of any obligation to indemnify or otherwise assume or succeed to the Liability of any other Person.

"Warranty" means that (i) the materials and equipment furnished under the Construction Contract are of good quality and new unless the Construction Contract requires or permits otherwise; (ii) the New GFOQ Units conform to the requirements of the Construction Contract (including the Plans) and are in compliance with Legal Requirements in all material respects, are free from defects except for those inherent in the quality of the Work that the Construction Contract requires or permits; and (iii) Contractor agrees, at its cost, to promptly replace defective materials and equipment and re-execute defective work, that is, Work, materials, or equipment not conforming to the foregoing requirements. The term "Warranty" excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

"Work" means (i) all design work (including all necessary architectural, engineering and other design services, if any) to prepare the Plans; (ii) the provision of all permits licenses, approvals, labor,

materials, equipment and services required to construct and complete the New GFOQ Units as more thoroughly described in the Construction Contract; and (iii) the installation of all utility services and facilities necessary for the construction and Completion of the New GFOQ Units for use and occupancy as Housing Units.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Amendment as a whole and not to any particular provisions hereof.

Construction of New GFOQ Units. The FBA shall, at its cost, subject to stoppages caused by Force Majeure, diligently perform, or cause to be performed, the Work in conformity with the Plans so that Completion shall occur no later than the Scheduled Completion Date. The Work shall be considered complete for purposes of this Amendment when all of the conditions required for Completion have occurred to the reasonable satisfaction of the Government and the Project Owner. The Parties agree that the New GFOQ Units shall be located and constructed on the Future Army GO Home Sites. The FBA has agreed that the Plans for the New GFOQ Units, the Contractor and the Construction Contract, and its contingency plan to address any costs overruns by the contractor shall be subject to the reasonable prior written approval of the Government, the Project Owner and the Trustee. The FBA has agreed to engage the Contractor, enter into the Construction Contract, and to construct, or cause to be constructed, the New GFOQ Units in accordance with the Construction Contract. Neither the Project Owner nor the Trustee shall have any obligation to supervise the Work or otherwise see to the proper application of amounts paid by the FBA for the cost of the Work. During the Construction Period, the Parties agree that the Work shall not be subject to Original Project Documents. The Government, the Project Owner and the Trustee shall have the right, but not the obligation, to enter upon the Future Army GO Home Sites and inspect the Work at any time. The Government shall ensure the Construction Contract shall also include the following provisions in form acceptable to the Government and the Project Owner, in its sole discretion: (i) a provision for indemnification and defense of claims asserted by third parties arising out of the Contractor's negligence, misconduct or breach of the Construction Contract or any subcontract issued in connection with work to be performed under the Construction Contract; (ii) insurance, including commercial general liability and contractual liability, in amounts and with licensed insurance carriers acceptable to the Project Owner and the Government. The terms, conditions, exclusions and deductible of all such insurance shall be reasonably acceptable to the Government and the Project Owner. The Government will obtain from the Contractor a copy of the policy or policy evidencing such insurance and provide a copy to the Project Owner prior to any use of the Leased Premises; (iii) A requirement that any amendments, change orders or other modifications to the Future Army GO Home Sites, the Plans, the Construction Contract, and any change in the Contractor, shall require the prior written Approval of the Government and the Project Owner.; (iv) A requirement that the Contractor will execute and provide the FBA a written Warranty which is to be assigned and transferred to the Government, the Project Owner and the Trustee as third party beneficiaries with the right to enforce such Warranty by any right or remedy at law or in equity; (v) A requirement that the contractor's use of the Premises during the Term of this License shall be subject to the general supervision and approval of the Installation Commander, Redstone Arsenal, hereinafter referred to as said Officer, and to such rules and regulations as may be prescribed from time to time by said Officer; (vi) A requirement that the contractor shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations in the State of Alabama, County of Madison and FBA of Huntsville; (vii) A requirement that the contractor shall maintain, in a manner satisfactory to said Officer, all soil and water conservation structures, if any, that may be in existence upon the Premises at the beginning of or that may be constructed by the contractor during the Term of the attached Right-of-Entry, and the contractor shall take appropriate measures to prevent or control soil erosion within the Premises and the right-of-entry herein granted. Any soil erosion occurring outside the

Premises resulting from the activities of the FBA shall be corrected by the FBA as directed by said Officer; (viii) A requirement that within the limits of its respective legal power, the contractor shall protect the Premises against pollution of its air, ground and water. The contractor shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this License. The contractor shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate and local laws and regulations. The contractor must obtain approval in writing from said Officer before any pesticides or herbicides are applied to the Premises. The contractor will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from contractor's activities, The contractor shall be liable to restore the damaged resources; (IX) A requirement that the contractor shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity, if any, from the Premises. In the event such items are discovered on the Premises, The contractor shall immediately notify said Officer and protect the site and the material from further disturbance until said officer gives clearance to proceed; (X) A requirement that any intrusive activities that may expose works to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch in the Department of Public Works (DPW) through the DPW Job Order request procedures. Installation of wells is not permitted without the review and approval from the RSA Garrison Installation Restoration Branch; (XI) A requirement that the contractor shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion. The FBA, by acceptance of attached Right-of-Entry, is receiving a type of Federal assistance and, therefore, hereby gives assurance that its contractor will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 USC § 2000d); the Age Discrimination Act of 1975 (42 USC § 6102); the Rehabilitation Act of 1973, as amended (29 USC § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the FBA, its agents, successors, transferees, and assignees; (XII) A requirement that the contractor will apply for a building permit with the City which includes inspections by the City building inspector; (XIII) A requirement that the contractor cause a payment and performance bond be issued for the benefit of the FBA and the project owner.

2. Initial Approvals. The Contractor named in Section 1 above is approved by the Government and the Project Owner. The form of Construction Contract appended hereto as Exhibit B is approved by the Government and the Project Owner. The Plans described in the Construction Contract and appended as an exhibit thereto are approved by the Government and the Project Owner.

3. Cost of the Work. The Government, the Project Owner and the Trustee shall not be required to contribute any sum or make any Disbursement from any trust fund, account or subaccount or other fund created or held under the terms of the Indenture or the other Original Project Documents to pay for the Cost of the Work. No Disbursement Request shall be made for, and no amount in the Construction Account or Development Account used to pay, the Cost of the Work. The Project owner will have no liability for the cost of the construction.

4. **Construction Easements.** The Construction Easements cover the areas, and grant reasonable ingress and egress over, upon and across the Leased Premises to and from the Future Army GO Home Sites, as shown or described on Exhibit C appended hereto. Concurrently with the execution of this Amendment, the Government and the Project Owner agree to execute and deliver the Construction Easements, in substantially the form appended hereto as Exhibit D, to the FBA for the use and benefit of the Contractor. The Construction Easements shall remain in effect until the Completion Date.

5. **Title; Conveyance of Improvements.** Notwithstanding anything to the contrary, the Parties agree that, during the Construction Period, title to the Work, and the improvements constructed pursuant to the Work, shall remain with the FBA. Neither the Government nor the Project Owner shall accept, or be obligated to accept, a conveyance of the New GFOQ Units until satisfaction of all conditions required to achieve Completion. If the Completion Date occurs prior to the completion of seasonal, punch list and other items of a minor nature, then on or before the Completion Date, the Project Owner, the FBA and the Contractor shall prepare a list of such items, and the FBA has agreed, at its cost (not to exceed the total construction cost of \$1.2 Million), to complete, or cause the Contractor, to complete such items on the earlier of (i) 30 days following the Completion Date or (ii) for items, if any, of seasonal opportunity, at the earliest practical time.

Subject to the foregoing, on the Completion Date (i) the FBA has agreed to donate, transfer and convey to the Government, at no cost or other consideration, free and clear of all Liens and Liabilities, subject to Permitted Encumbrances, by Quitclaim Deed in substantially the form appended hereto as Exhibit E, all of the FBA's right, title and interest in the New GFOQ Units; and (ii) immediately following such donation by the FBA, the Government agrees to transfer and convey to the Project Owner, at no cost or other consideration, free and clear of all Liens and Liabilities, subject to Permitted Encumbrances, by Quitclaim Deed in substantially the form appended hereto as Exhibit E, all of the Government's right, title and interest in the New GFOQ Units at which time, except as otherwise provided in this Amendment, the New GFOQ Units shall (i) become a part of the Improvements; (ii) be subject to the terms of the Original Project Documents, including the terms of the Mortgage and the other Loan Documents; (iii) the Units Online and the end-state unit count for GFOQ Units will be 5; and (iv) the New GFOQ Units shall be leased, managed and operated by HBCPM in accordance with the terms of the Management Agreements.

6. **Mortgage.** The Parties acknowledge that until the conveyance of the New GFOQ Units to the Project Owner, the terms, covenants and obligations of the Loan Documents, including the Mortgage, shall not apply to the Work or to the improvement which will constitute the New GFOQ Units. The Government and the Project Owner agree that, upon the conveyance of the New GFOQ Units to the Project Owner, the Mortgage shall encumber the New GFOQ Units which shall be subject and subordinate to the terms, covenants and obligations of all of the Loan Documents, provided, however notwithstanding anything to the contrary, to the extent the terms of this Amendment conflict with the terms of the Project Documents or the Loan Documents, then the Parties agree that the terms of this Amendment shall control the agreement of the Parties as to the location, design, construction, completion, cost and ownership of the New GFOQ Units and as to the grant, duration and scope of the Construction Easements. At the request of the Trustee, made at any time after title has been transferred the Government to the Project Owner, the Project Owner agrees to execute and deliver a modification agreement or supplemental mortgage for the benefit of the Trustee under the terms of the Indenture to subject the New GFOQ Units to the terms of the Mortgage and other Loan Documents.

7. **Unit Count; Amendment of Project Documents.** To the extent any of the Original Project Documents refer, describe, specify or require an end state unit count or Units Online for GFOQ units, each of the Parties agrees that each of the Original Project Documents to which it is a party is hereby amended to reflect upon Completion a total end state unit count or Units Online of 5 GFOQ units,

that is, an increase of 2 Housing Units consisting of the New GFOQ Units. To the extent any of the Original Project Documents refer, describe, specify or require an end state unit count or Units Online for all Housing Units for the Project, the Parties agree that the Original Project Documents are hereby amended to reflect that the total end state unit count or Units Online for all Housing Units for the Project is 354 residential Housing Units, including two manager units (to be scaled back to approximately 234 units, including two manager units, by 2026).

8. Disputes; Default. Any Dispute between the Government and any other Party arising under or related to this Amendment shall be resolved in accordance with Condition 25 (Disputes Clause) in the Ground Lease. Any other Dispute arising under or related to this Amendment shall be resolved as follows:

(a) The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Amendment. A request for mediation shall be made in writing, delivered to the other Party to the Dispute, and filed with the Person administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If arbitration is stayed pursuant to this Section 11(a), the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof; and

(b) Any Dispute subject to, but not resolved by, mediation shall be subject to arbitration which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Amendment. Arbitration proceedings shall be conducted by a single arbitrator in Huntsville, Alabama. A demand for arbitration shall be made in writing, delivered to the other Party to the Dispute, and filed with the Person administering the arbitration. The Party filing a notice of demand for arbitration must assert in the demand all claims or Disputes then known to that Party on which arbitration is permitted to be demanded. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Dispute.

(c) The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitrator may award reasonable attorneys' fees, cost and expenses to the prevailing party. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional Person duly consented to by the Parties shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

9. Miscellaneous.

(a) Except as expressly amended and modified herein, all other terms, covenants and provisions of the Project Documents shall remain unchanged and in full force and effect, and the Parties

hereby expressly ratify and confirm each of the Project Documents as amended and modified by this Amendment.

(b) This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all Persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

(c) This Amendment shall be governed by and interpreted in accordance with the laws of the State of Alabama, except as preempted by Federal law.

(d) The Parties agree to execute and deliver such other instruments or documents as may be reasonably necessary, or requested by any of the Parties, in order to fully implement the terms and provisions of this Amendment.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, each of the Parties has signed and delivered this Amendment or has caused this Amendment to be signed and delivered by its duly authorized representative as of the Effective Date.

PROJECT OWNER:

REDSTONE COMMUNITIES LLC, a Delaware limited liability company

By: Redstone Investments LLC, a Delaware limited liability company, Managing Member

By: Hunt ELP, Ltd., a Texas limited partnership, Member

By: HB GP, LLC, a Nevada limited liability company, Managing General Partner

By: _____

Name: _____

Title: _____

GOVERNMENT:

UNITED STATES OF AMERICA,
by the Secretary of the Army

By: _____
Name: _____
Title: _____

REGIONS BANK, as Trustee

By: _____
Name: _____
Title: _____

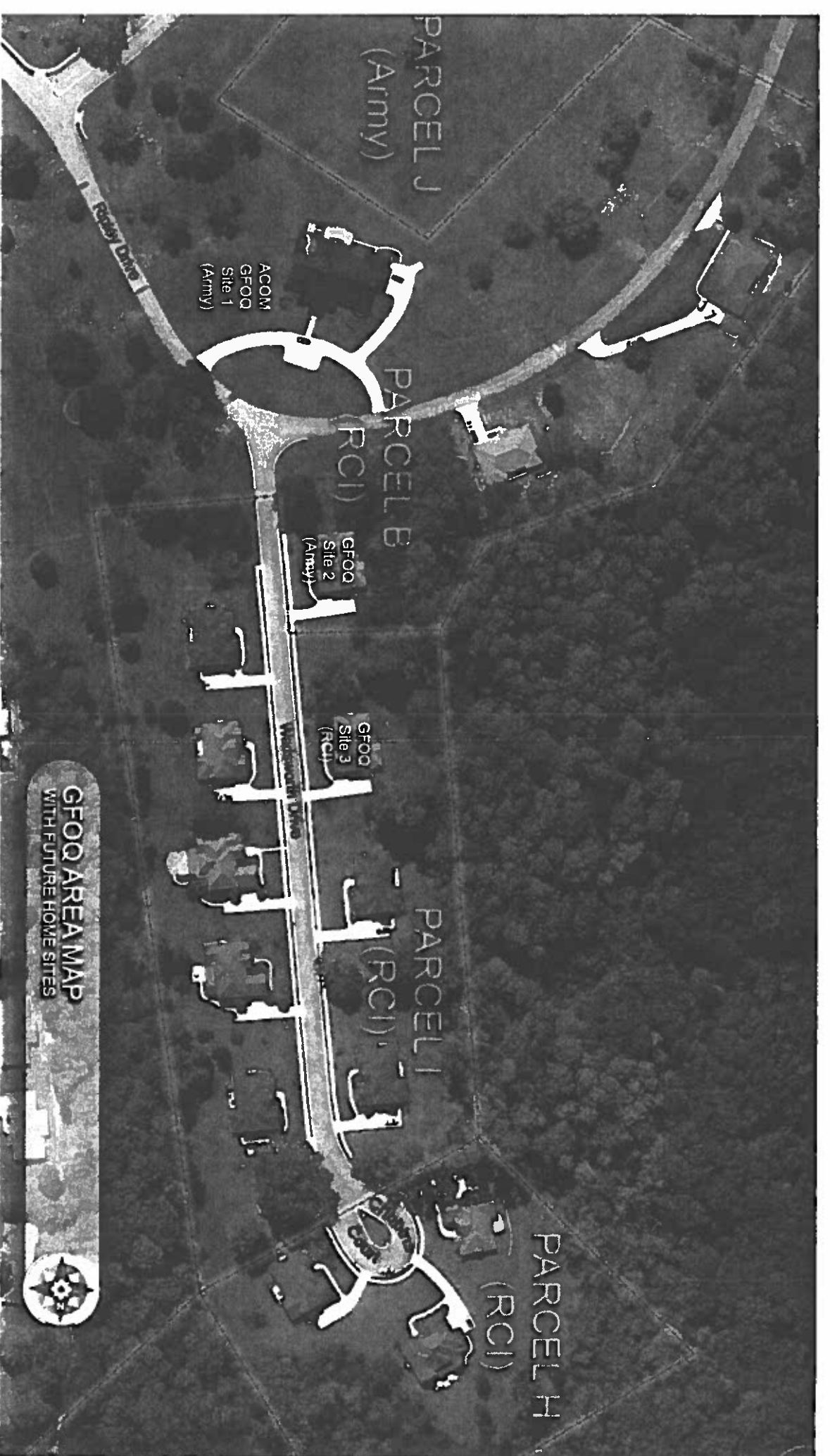
**HBC PROPERTY MANAGERS, LLC, a Texas
limited liability company**

**By: Hunt ELP, Ltd., a Texas limited partnership,
Member**

**By: HB GP, LLC, a Nevada limited liability
company, Managing
General Partner**

**By: _____
Name: _____
Title: _____**

Exhibit A



PARCEL J
(Army)

ACOM
GFOQ
Site 1
(Army)

PARCEL B
(RCI)

GFOQ
Site 2
(Army)

GFOQ
Site 3
(RCI)

PARCEL I
(RCI)

PARCEL H
(RCI)

GFOQ AREA MAP
WITH FUTURE HOME SITES



Exhibit B

STANDARD FIXED PRICE
AGREEMENT BETWEEN
FEDERAL BUILDING AUTHORITY
AND
CCI GROUP

~~~~~

This Agreement is made by and between the Federal Building Authority, a public corporation by:

Robert Ludwig,  
its President  
c/o Tommy Battle, Mayor of the City of Huntsville  
308 Fountain Circle  
Huntsville, Alabama 35801

(hereinafter referred to as the "*Owner*") and:

CCI Group  
4484 Martin Road #C1  
Huntsville AL 35808

(hereinafter referred to as the "*Contractor*"), under seal for construction described below to be rendered for the following Project:

Construction of two (2) new general officer residential quarters, referred to herein as the "*New GFOQ Units*", and related improvements (hereinafter referred to as the "*Project*"), at the locations designated as the "Future Army GO Home Sites" along Wadsworth Drive and/or Ripley Drive within the Project as shown in Exhibit "A" appended hereto, in accordance with the Contract Documents described below. The property shown on Exhibit "A" is a portion of the property (the "*Leased Premises*") leased to Redstone Communities, LLC, a Delaware limited liability company (the "*Project Owner*"), by The Secretary of the Army, acting by and through the Acting Deputy Assistant Secretary of the Army (Installation, Housing & Partnerships), on behalf of The United States of America (the "*Government*"), pursuant to a Department of the Army Ground Lease and Conveyance of Improvements for Residential Communities Initiatives Purposes Located on Redstone Arsenal, Madison County, Alabama, DACA65-01-06-27 (as amended, modified, restated or supplemented from time to time, the "*Ground Lease*"), dated as of October 1, 2006, covering certain parcels of land located on Redstone Arsenal, Madison County, Alabama.

For other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner and the Contractor agree as follows:

ARTICLE I  
THE CONTRACT AND THE CONTRACT DOCUMENTS

**1.1 THE CONTRACT**

1.1.1 The contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

**1.2 DEFINITIONS; THE CONTRACT DOCUMENTS**

1.2.1 Capitalized terms not defined in this Agreement have the following meaning:

"*Approvals*" means all of the permits, licenses, certificates of occupancy or other consents or approvals required by the City or any other governmental agency or a Legal Requirement to construct, complete, use and occupy the New GFOQ Units in compliance in all material respects with the terms of the Contract Documents and

## **Legal Requirements.**

**"City"** means the City of Huntsville.

**"Completion"** means that all of the following conditions have occurred or been satisfied to the reasonable satisfaction of the Government, the Project Owner and the Trustee:

- (i) the Work has been substantially completed (exclusive of the seasonal, punch list and other items of a minor nature) in a good and workmanlike manner, free of Liens or Liabilities other than Permitted Encumbrances, in accordance with this Agreement, the Plans, this Amendment and in compliance with Legal Requirements in all material respects;
- (ii) no event has occurred and no condition exists that constitutes an event of default by Contractor under this Agreement;
- (iii) all of the Work requiring inspection or certification has been completed, inspected or certified satisfactorily and all requisite Approvals for the Work have been obtained by the Owner on behalf of the City;
- (iv) final, unconditional certificates of occupancy (or comparable certificates or permits) have been issued by the City or other appropriate governmental agency, or the Project Owner, as the case may be, confirming that the New GFOQ Units are completed and ready for occupancy for residential purposes;
- (v) the Government has accepted the New GFOQ Units as completed and ready for occupancy for residential purposes;
- (vi) the Owner, the Government, the Project Owner and the Trustee have received a certificate of substantial completion executed by the Contractor;
- (vii) the Contractor shall have furnished to the Owner, the Government, the Project Owner and the Trustee (a) a title examination or title commitment, with an effective date not more than 30 days before the date delivered to such parties, prepared by a title company and in form reasonably satisfactory to such parties, covering the Project showing that no Liens or any claim of Lien appears of record with respect to the Work or the New GFOQ Units; (b) a full release of Liens and (c) an affidavit affirming that all bills covering all payrolls, all materials and equipment, and any other indebtedness pertaining to the Work for which the Owner, the Government or the Project Owner may be liable, all in form satisfactory to such parties and in accordance with and to the fullest extent provided by the laws of the State of Alabama; and
- (viii) the Owner, the Government, the Project Owner and the Trustee shall have received full lien releases, in form satisfactory to such parties and in accordance with and to the fullest extent provided by the laws of the State of Alabama, from first-tier subcontractors and suppliers of Contractor.

**"Contract Documents"** means the documents described in Paragraph 1.2.1 of this Agreement.

**"Legal Requirements"** means any federal, state, local or municipal law, statute, ordinance, code, rule, regulation, order, decree, judicial decision or judgment, including, without limitation, zoning, fire, health and safety codes, that are now applicable to the Project.

**"Liabilities"** means any pending or, to the best of Contractor's knowledge, threatened, claim, action, suit, proceeding or other allegation of liability, including liability for taxes, arising out of the Work.

**"Lien"** means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), preference, priority or other security agreement or arrangement of any kind or nature whatsoever other than Permitted Encumbrances, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction other than the financing statement filed in connection with the Loan Documents.

**"Mortgage"** means the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing

(as the same may be amended, modified, restated or supplemented from time to time), dated as of November 1, 2006, recorded in the Probate Records of Madison County, Alabama, under Document No 20061201000818180.

**"Permitted Encumbrances"** means, for purposes of this Agreement, any Lien or other encumbrance of any nature granted in favor the Trustee upon or against the Property that is recorded in the Probate Records of Madison County, Alabama, on the date of this Agreement.

**"Plans"** means the complete plans, specifications and drawings for the New GFOQ Units, including all fixtures and equipment, necessary for the site preparation, construction, operation and use of the improvements, prepared or to be prepared by or on behalf of the Owner, and any amendments thereto as may from time to time be made by Owner and approved by the Government, the Project Owner and the Trustee. The Plans are incorporated herein by this reference.

**"Trustee"** means Regions Bank, an Alabama banking corporation, not in its individual capacity, but solely as trustee, under the terms of a Trust Indenture and Security, dated as of October 1, 2006, between the Project Owner, as Issuer, and the Trustee, with respect the Property and the improvements thereon.

1.2.1 The **"Contract Documents"** consist of this Agreement, the Plans, Specifications, the Drawings, Draw Schedule, all approved Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, and the following:

Exhibit "A" showing the locations designated as the "Future Army GO Home Sites" of the New GFOQ Units.

2 sets of Plans attached as Exhibits "B-1" and "B-2".

Draw Schedule attached as Exhibit "C".

Department of the Army Right-of Entry for Construction (the **"DA Right-of-Entry"**) attached as Exhibit "D".

Contractor's Insurance Requirements attached as Exhibit "E".

Notwithstanding anything herein to the contrary, Owner and Contractor agree that any change to any of the Contract Documents shall require the written consent of the Owner, the Contractor, the Government, the Project Owner and the Trustee.

Documents not enumerated in this Paragraph 1.2.1. are not Contract Documents and do not form a part of this Agreement.

### **1.3 ENTIRE AGREEMENT**

1.3.1 This Agreement constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Agreement supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

### **1.4 NO PRIVITY WITH OTHERS**

1.4.1 Except where expressly provided in this Agreement with respect to the Government, the Project Owner and/or the Trustee, nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

### **1.5 INTENT AND INTERPRETATION**

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to

produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.

1.5.3 When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.

1.5.6 Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, any shop drawings and the product data and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner, the Government, the Project Owner, the Trustee or any architect, of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Agreement.

1.5.8 As between numbers and scaled measurements on the Drawings and in the design, the numbers shall govern; and between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## **1.6 OWNERSHIP OF CONTRACT DOCUMENTS; APPROVAL OF CHANGES**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner, provided, however, the Owner may assign its right, title and interest in the Contract Documents to the Government and/or, the Project Owner and/or the Trustee. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project, provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization. Owner and Contractor agree that no modification, amendment or change order may be made to the Contract Documents without the prior written approval of the Government, the Project Owner and the Trustee.

## **ARTICLE II THE WORK; RIGHT-OF-ENTRY; SUBORDINATION**

2.1 The Contractor shall perform all the Work required, implied or reasonably inferable from, the Contract Documents. Execution of this Agreement by the Contractor is a representation that the Contractor is lawfully licensed, if required in the State of Alabama, and has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors

and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**2.2** The term "**Work**" means whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, including (i) all design work (including all necessary architectural, engineering and other design services, if any) to prepare the Plans; (ii) the provision of all permits licenses, approvals, labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, implements, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement required to construct and complete the New GFOQ Units as described in this Agreement; and (iii) the installation of all utility services and facilities necessary for the construction and Completion of the New GFOQ Units for use and occupancy as residential housing. The Work to be performed by the Contractor is generally described as follows:

*Construction and Completion of the Project in substantial conformity with the Contract Documents, including the Plans attached as Exhibits "B1" and "B2", on the Future Army GO Home Sites designated on Exhibit "A" attached hereto. Access to the GO Home Sites shall be pursuant to the DA Right-of Entry attached hereto and incorporated herein as Exhibit "D".*

When the Work is governed by reference to standards, building codes, manufacturer's instructions or other reference documents, the current edition shall apply whether or not a particular edition is specified. When a newer edition becomes effective during the performance of this Agreement, the edition that was current on the date of the Contract Documents' execution shall apply. The Contractor shall secure and pay for the City of Huntsville building permit as well as for other permits, fees, licenses, and inspections by City of Huntsville and other government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of this Agreement.

**2.3** Concurrently with the execution of this Agreement, the Government and the Project Owner agree to execute and deliver the DA Right-of Entry to the Owner for the use and benefit of the Contractor. The DA Right-of Entry shall remain in effect until Completion. The DA Right-of Entry covers the areas, and shall grant reasonable ingress and egress over, upon and across the Leased Premises to and from the Future Army GO Home Sites.

**2.4** If requested by the Trustee, the Owner and Contractor agree to execute and deliver to the Trustee a subordination or other agreement with respect to the New GFOQ Units and/or this Agreement, in form reasonably requested by the Trustee.

### ARTICLE III CONTRACT TIME

#### **3.1 TIME**

**3.1.1** The Contractor shall commence the Work ten (10) days after Contractor's receipt of a notice to proceed ("**NTP**") from the Owner and shall achieve Substantial Completion of the Work, subject to stoppages caused by Force Majeure (as herein defined) and changes in the Plans made in accordance with the terms of this Agreement, within 360 days of the date of such receipt of the NTP. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "**Contract Time**".

#### **3.2 SUBSTANTIAL COMPLETION**

**3.2.1** The term "**Substantial Completion**" means that stage in the progression of the Work when the Work is sufficiently complete in accordance with the terms of this Agreement, free of Liens or Liabilities other than Permitted Encumbrances, and is in compliance with Legal Requirements in all material respects, including receipt of final, unconditional certificates of occupancy (or comparable certificates or permits) issued by the City or other appropriate governmental agency, confirming that the New GFOQ Units are completed and ready for occupancy for residential purposes.

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Owner (and/or the Government, the Project Owner or the Trustee) will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If such inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Work, or the designated portion thereof, can be utilized for its intended use, the Contractor shall complete or correct such item upon notification by the Owner, the Government, the Project Owner or the Trustee. In such case, the Contractor shall then submit a request for another inspection by such parties to determine Substantial Completion.

### **3.3 TIME IS OF THE ESSENCE**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

## **ARTICLE IV CONTRACT PRICE**

### **4.1 THE CONTRACT PRICE**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00). The sum set forth in this Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

4.2 In accordance with *Code of Alabama (1975 and 2002 Supp)* Section 40-9-33, the proceeds of the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract with the United States Government, the State of Alabama, a county or incorporated municipality of the State of Alabama, a corporation created for public purposes pursuant to a provision of the Constitution of Alabama of 1901, or general or local law of the State of Alabama, or a county or incorporated municipality of the State of Alabama shall be exempt from all state, county, and municipal sales and use taxes. The Contractor shall be responsible for obtaining sales and use tax exemption from the State Department of Revenue and for complying with Sales and Use Tax Rule 810-6-5.2. Additionally, the Contractor, and all subcontractors, shall maintain records which document the tax exempt status of qualifying purchases.

4.3 Contractor shall comply with, and require subcontractors through their subcontract agreements to comply with, the provisions of the Davis-Bacon Act and the applicable Wage Determination as found in Federal Acquisition Regulation (FAR 52.222-6, as amended). For purposes of Davis-Bacon compliance, Owner and Contractor agree that the Wage Determination applicable to this Agreement is attached as Exhibit "F".

## **ARTICLE V PAYMENT OF THE CONTRACT PRICE**

### **5.1 PAYMENT PROCEDURE**

5.1.1 The Owner shall pay the Contract Price to the Contractor per the Draw Schedule as attached hereto as Exhibit "C".

5.1.2 On or before the first (1st) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment based upon percentage of completion per the Draw Schedule (Exhibit "C") of each residence. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Draw Schedule, that the Work has been properly installed or performed in full accordance with this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Owner will review the Application for Payment and the Work at the Project site or elsewhere to determine whether the quantity

and quality of the Work is as represented in the Application for Payment and is as required by this Agreement. The Owner shall make partial payments on account of the Contract Price to the contractor within ten (10) days following receipt of each Application for Payment. The Owner's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.2 below.

5.1.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of Liens in favor of the Contractor or any other person or entity whatsoever.

5.1.4 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.1.5 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

## **5.2 WITHHELD PAYMENT**

5.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with this Agreement; and
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.2.1, the Contractor shall promptly comply with such demand.

## **5.3 UNEXCUSED FAILURE TO PAY**

5.3.1 If within fourteen (14) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received.

#### **5.4 COMPLETION AND FINAL PAYMENT**

5.4.1 When all of the Work is complete and the Contractor is ready for a final inspection, it shall notify the Owner, the Government, the Project Owner and the Trustee thereof in writing. Thereupon, the Owner will make a final inspection of the Work and the Government, the Project Owner and the Trustee, shall also have the right, but not the obligation, to inspect the Work. Upon Completion of the Work in full accordance with this Agreement, the Owner will promptly issue a final Certificate for Payment certifying that the Work is complete.

5.4.2 Notwithstanding anything herein to the contrary, Contractor agrees that Owner shall not be required to issue a final Certificate for Payment or to make final payment of the Contract Sum to Contractor until Completion has occurred.

5.4.3 The Owner shall make final payment of all sums due the Contractor, less any amount withheld pursuant to this Agreement, within ten (10) days of the execution of a final Certificate of Payment.

5.4.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

### **ARTICLE VI THE OWNER**

#### **6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 The Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, 2 copies of the Contract Documents for execution of the Work. Additional copies of the Contract Documents will be furnished to the Contractor for an amount which covers reproduction and overhead expenses.

#### **6.2 RIGHT TO STOP WORK**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

#### **6.3 OWNER'S RIGHT TO PERFORM WORK**

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies.



## **ARTICLE VII THE CONTRACTOR**

**7.1** The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, shop drawings, product data or samples for such portion of the Work, approved by Owner. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

**7.2** The Contractor shall perform the Work strictly in accordance with this Agreement.

**7.3** The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

### **7.4 WARRANTY**

**7.4.1** In addition to any other warranty given by Contractor, express or implied, Contractor hereby warrants to the Owner that (i) the materials and equipment furnished under this Agreement are of good quality and new unless this Agreement requires or permits otherwise and (ii) the New GFOQ Units conform to the requirements of this Agreement (including the Plans) and are in compliance with Legal Requirements in all material respects, are free from defects except for those inherent in the quality of the Work that this Agreement requires or permits. Contractor agrees, at its cost, to promptly replace defective materials and equipment and re-execute defective work, that is, Work, materials, or equipment not conforming to the foregoing requirements. The term "Warranty" excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

Contractor will assign to Owner or Owner's representative manufacturers', suppliers' and subcontractors' warranties on materials, equipment and fixtures and labor incorporated in the Work required by the Contract Documents or that it otherwise obtains. Contractor's delivery to Owner of all warranty-guarantees is required as prerequisite to the final payment. Owner acknowledges that the Contractor will not transfer warranties from manufacturers, suppliers, or subcontractors that are not legally transferrable.

Contractor shall not waive or take any action to prejudice or void any warranties as to materials or component parts used in the Work or as to any Subcontractor's Work. The Contractor shall use reasonable efforts to obtain, to the extent commercially available, the most extensive and longest warranty available for all equipment and materials used in the Work. If there is an extended warranty available at additional cost, then the Contractor shall notify the Owner, and if the Owner elects, the extended warranty shall be a Change Order which increases the Contract Sum by the amount of such incremental cost. Notwithstanding anything to the contrary, in no event shall the warranties provided by Contractor to Owner be less extensive or shorter than the warranties required by the Contract Documents.

The obligations of Contractor under this Paragraph 7.4.1 shall survive Substantial Completion for a period of one (1) year.

Contractor acknowledges and agrees that upon Completion the Owner shall assign and transfer for foregoing warranties to the Government, the Project Owner and the Trustee as third party beneficiaries with the right to enforce such warranties by any right or remedy at law or in equity.

**7.4.2** The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all Legal Requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

### **7.5 CLEANING THE SITE AND THE PROJECT**

**7.5.1** The Contractor shall keep the site reasonably clean during performance of the Work. Upon final

completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

## **7.6 ACCESS TO WORK; INSPECTION**

7.6.1 The Owner, the Government, the Project Owner and the Trustee, or their respective representatives, shall have access to, and the right to inspect, the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

## **ARTICLE VIII CONTRACT ADMINISTRATION**

### **8.1 REPRESENTATIVES**

8.1.1 Owner's representative and point of contact for this Project is:

Robert D. Ludwig  
Chairman, City of Huntsville Federal Building Authority  
308 Fountain Circle  
Huntsville, Alabama 35801

Contractor's representative and point of contact for this Project is:

---

CCI Group  
4484 Martin Road #C1  
Huntsville AL 35808

### **8.2 CLAIMS FOR ADDITIONAL TIME**

8.2.1 Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor's sole remedy for any (i) delay in the commencement, progress or completion of the Work, including any task which at the time of the delay is then critical or which during the delay becomes critical; (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's reasonable control ("*Force Majeure*"), shall be an extension in the Contract Time for such reasonable time as the Owner may determine (but not less than one day for day of delay), or if Contractor is delayed at any time by an act or neglect of the Owner, or by changes ordered in the Work by Owner, then in addition to an adjustment in the Contract Time the Contract Sum shall be equitably adjusted. In no event shall the Contractor be entitled to any other compensation or recovery of any damages in connection with any such delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

### **8.3 FIELD ORDERS**

8.3.1 The Owner, with the prior consent of the Government and the Project Owner, shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the Plans. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

## **ARTICLE IX SUBCONTRACTORS**

### **9.1 DEFINITION**

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

**ARTICLE X  
CHANGES IN THE WORK**

**10.1 MINOR CHANGES**

10.1.1 The Owner, with the prior consent of the Government and the Project Owner, shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Contractor. The Contractor shall promptly carry out such written Field Orders.

**ARTICLE XI  
CONTRACT TERMINATION BY CONTRACTOR**

**11.1 TERMINATION BY THE CONTRACTOR**

11.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

11.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Agreement by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience pursuant to Subparagraph 12.1.1 hereunder.

**ARTICLE XII  
CONTRACT TERMINATION BY OWNER**

**12.1 TERMINATION BY THE OWNER**

**12.1.1 FOR CONVENIENCE**

12.1.1.1 The Owner, with the prior consent of the Government, the Project Owner and the Trustee, may for any reason whatsoever terminate performance under this Agreement by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.1.1.2 If this Agreement is terminated by the Owner pursuant to Paragraph 12.1.1.1, the Contractor shall incur no further obligations in connection with the Work and the Contractor shall transfer shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee, and to deliver to the Owner, or its designee, such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as the Contractor has.

12.1.1.3 (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

- Contractor (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the the following amounts:
- (i) Contract prices for labor, materials, equipment and other services accepted under this Agreement;
  - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
  - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.1.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.1.1. shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

## **12.2 FOR CAUSE**

12.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then the Owner, with the prior consent of the Government, the Project Owner and the Trustee, may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

12.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. This obligation for payment shall survive the termination of this Agreement.

12.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.1 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.1.1 and the provisions of Subparagraph 12.1.1 shall apply.

## **ARTICLE XIII INSURANCE**

### **13.1 INSURANCE**

- A. The Contractor shall carry insurance with the coverages and in the amounts set forth in Exhibit "E" attached hereto. The Contractor shall procure such insurance prior to the commencement of the Work and maintain such insurance until final acceptance of the Project by the Owner.
- B. **OTHER INSURANCE PROVISIONS:**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the Project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability Only:**

a. The Owner, the Government, the Project Owner and the Trustee, and their respective officers, employees, agents and specified volunteers, are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, the Government, the Project Owner and the Trustee, or their officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, the Government, the Project Owner and the Trustee, or their officers, officials, employees, agents or specified volunteers, shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

**C. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers licensed in the State of Alabama with an A. M. Best's rating of A or better, and a Best's Financial Size Category of Class X, or better.

**D. VERIFICATION OF COVERAGE:**

The Owner, the Government, the Project Owner and the Trustee shall each be indicated as a Certificate Holder and Additional Insured and the Contractor shall furnish such parties with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require

complete, certified copies of all required insurance policies at any time.

**E. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:**

The Contractor shall include all Subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each Subcontractor.

**F. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

The Contractor, to the fullest extent permitted by law, shall indemnify, defend and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers, and the Government, the Project Owner and the Trustee, and their respective officers, directors, members and employees, against all liabilities, actions, claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the Work (including without limitation any accident or occurrence which happens or is alleged to have happened on or about the Project site at any time before Completion of the Work), or any failure of the Contractor to observe any obligation binding the Contractor under the Contract Documents, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Contractor or any of its Subcontractors, sub-consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Indemnity**

In claims against any person or entity indemnified under this Paragraph G.1 by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph G.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE XIV  
MISCELLANEOUS**

**14.1 GOVERNING LAW**

14.1.1 This Agreement shall be governed by the law of the State of Alabama.

**14.2 SUCCESSORS AND ASSIGNS**

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in this Agreement. The Contractor shall not assign this Agreement without written consent of the Owner. Owner may assign this Agreement, or any interest arising hereunder, to the Government.

**14.3 WRITTEN NOTICE**

14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, or a member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Any notice to be given to the Government, the Project Owner or the Trustee, shall be address as follows:

To the Government: Garrison Commander  
US Army Garrison Redstone Arsenal  
Attn: IMSE-ZA 4488 Martin Road  
Redstone Arsenal, Alabama 35898

To the Project Owner: Redstone Communities, LLC  
4401 N. Mesa Street  
El Paso, Texas 79902-1107  
Attn: Robin Vaughn

With a copy to: Ainsa Hutson, LLP  
5809 Acacia Circle  
El Paso, Texas 79912  
Attn: Mike Ainsa

To the Trustee Regions Bank  
417 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203  
Attn: Richard Jaegle

#### **14.4 RIGHTS AND REMEDIES**

14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

14.4.2 No action or failure to act by the Owner, architect or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.4.3 The parties hereto agree that tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction may be made at an appropriate time by the City of Huntsville Inspection Department, provided, that nothing in this Paragraph 14.4.3 shall limit the right or ability for the Government, the Project Owner or the Trustee, to exercise its right of inspection of the Project or to conduct any such inspection with an inspector of its choice.

#### **14.5 EQUAL OPPORTUNITY**

14.5.1 The Contractor shall maintain policies of employment as follows:

14.5.1.1 The Contractor shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion. The Contractor, by acceptance of attached Right-of-Entry, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 USC § 2000d); the Age Discrimination Act of 1975 (42 USC § 6102); the Rehabilitation Act of 1973, as amended (29 USC § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Contractor, its agents, successors, transferees, and assignees.

14.5.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for

employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

**14.6 SUPERVISION BY THE INSTALLATION COMMANDER.** The Contractor's use of the Premises during the Term of this License shall be subject to the general supervision and approval of the Installation Commander, Redstone Arsenal, hereinafter referred to as said Officer, and to such rules and regulations as may be prescribed from time to time by said Officer.

**14.7 APPLICABLE LAWS AND REGULATIONS.** The Contractor shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations in the State of Alabama, County of Madison and City of Huntsville.

**14.8 SOIL AND WATER CONSERVATION.** The Contractor shall maintain, in a manner satisfactory to said Officer, all soil and water conservation structures, if any, that may be in existence upon the Premises at the beginning of or that may be constructed by the Contractor during the Term of the attached Right-of-Entry, and the Contractor shall take appropriate measures to prevent or control soil erosion within the Premises and the right-of-entry herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Contractor shall be corrected by the Contractor as directed by said Officer.

**14.9 ENVIRONMENTAL RESTORATION.** Within the limits of its respective legal power, the Contractor shall protect the Premises against pollution of its air, ground and water. The Contractor shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this License. The Contractor shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Contractor must obtain approval in writing from said Officer before any pesticides or herbicides are applied to the Premises. The Contractor will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from Contractor's activities, The Contractor shall be liable to restore the damaged resources.

**14.10 HISTORIC PRESERVATION.** The Contractor shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity, if any, from the Premises. In the event such items are discovered on the Premises, The Contractor shall immediately notify said Officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

**14.11 REMEDIAL ACTION.** The Redstone Arsenal (RSA) Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation-wide Groundwater. RSA's Installation-wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose works to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch in the Department of Public Works (DPW) through the DPW Job Order request procedures. Installation of wells is not permitted without the review and approval from the RSA Garrison Installation Restoration Branch.

#### **14.12 COOPERATION WITH OTHER PARTIES**

**14.12.1** The Contractor shall provide all documents, reports and other information reasonably requested by the Government, the Project Owner and/or the Trustee and consistent with the requirements of the Contract Documents and shall reasonably cooperate with such parties to the fullest extent possible, provided, however, Contractor may require that Owner to pay for the cost to prepare and deliver any such documents, reports or other information as a condition to providing them.



**14.13 ENTIRE AGREEMENT**

**14.13.1 This Agreement represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.**

*[Signatures Begin on Next Page]*

**OWNER**

Federal Building Authority, a public corporation

**CONTRACTOR**

CCI Group

SEAL

SEAL

\_\_\_\_\_  
Robert Ludwig, Its President

**ATTEST:**

**WITNESS:**

By: \_\_\_\_\_  
(SIGNATURE)

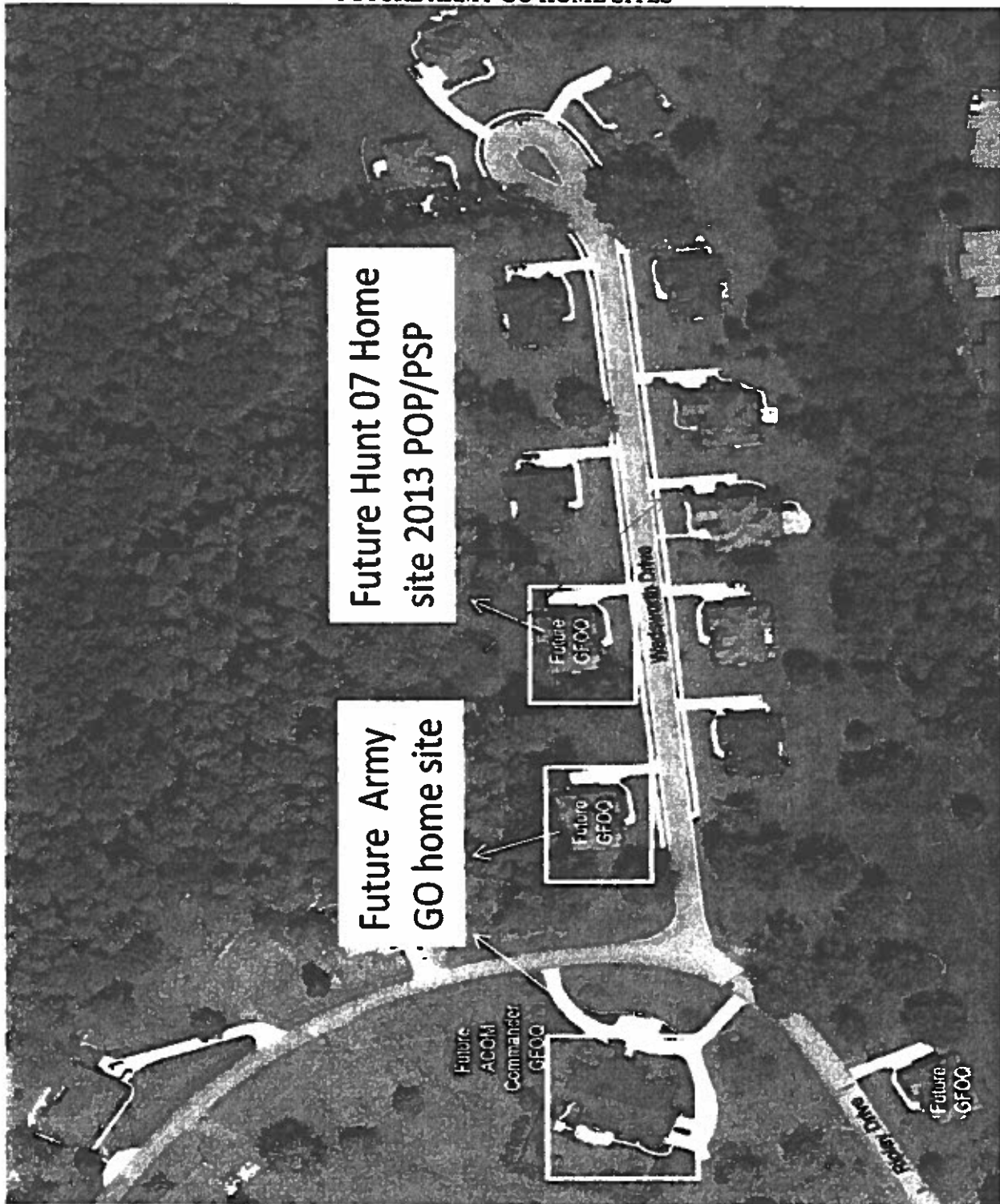
By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE OF EXECUTION)

\_\_\_\_\_  
(DATE OF EXECUTION)

EXHIBIT A

FUTURE ARMY GO HOME SITES



**EXHIBIT B-1**

**PLANS**

# ACOM GENERAL FLAG OFFICER QUARTERS

MAIN LEVEL FLOOR PLAN

A1

## OUTLINE OF MATERIALS & FINISHES

**OVERVIEW**  
THIS PROJECT INCLUDES CONSTRUCTION OF AN EXECUTIVE-STYLE RESIDENCE WITH 4 BEDROOMS, 3 1/2 BATHS, FORMAL DINING, STUDY, LARGE KITCHEN AND LIVING ROOM ON A SINGLE LEVEL. ALSO INCLUDED ARE A 2-CAR GARAGE, OUTDOOR STORAGE ROOM, BASEMENT, COVERED PORCHES, AND STONE PATIO WITH OUTDOOR KITCHEN.

**EXTERIOR FINISHES**  
CLADDING WITH STONE MASONRY ACCENTS, LARGE COLUMN WRAPS, AND DETAILED CORNICES. TRIM WORK, WOOD AND GLASS ENTRY DOORS AND PREMIUM VINYL WINDOWS, INCLUDING BAY WINDOWS AT STUDY AND DINING ROOM.

**INTERIOR FINISHES**  
ALL INTERIOR FINISHES ARE TO BE SIMILAR TO OTHER DOGS ON WAGNORTH DRIVE. FLOORING TO INCLUDE HARDWOOD IN LIVING ROOM, DINING ROOM, STUDY, AND BEDROOMS. CARPET IN KITCHEN, BATHS, AND HALLS. CEILING FINISHES TO INCLUDE POP IN ALL ROOMS EXCEPT STUDY. WALL FINISHES TO INCLUDE PAPER IN ALL ROOMS EXCEPT STUDY. CUSTOM MILLWORK IN ALL BATHROOM VANITY LOCATIONS. CUSTOM CABINETS IN KITCHEN, BUTLER PANTRY, KITCHEN UTILITY, AND BATHS. WOODWARE COUNTERTOPS, CERAMIC TILE IN KITCHEN/PANTRY, AND BATHS. UTILITY, POWDER ROOM AND BATHROOMS. CARPET IN BEDROOMS. ALL TRIM TO BE FINISH GRADE WOOD. SPECIES TO BE DETERMINED. SPECIFICATIONS FOR FINISHES AND LIGHTING/LUMINAIRE FIGURES TO BE PROVIDED.

**KITCHEN & BUTLER PANTRY**  
GRANITE COUNTERTOPS AND CUSTOM HARDWOOD CABINETS, INCLUDING MOVABLE ISLAND. STAINLESS EQUIPMENT INCLUDING: LAUNDRY GAS RANGE, WOODSTOVE, TWO DISHWASHERS, MICROWAVE. REFER TO SHEET A2 FOR KITCHEN EQUIPMENT SCHEDULE.

**SPECIAL EXTERIOR FEATURES**  
WOOD TUSCAN-STYLE COLUMNS AT ENTRY HALL; ELLIPTICAL SOTTIE BETWEEN VAULTED LIVING ROOM CEILING AND HIGH FOYER CEILING; TRAY CEILING WITH CROWN MOULDING IN STUDY, FORMAL DINING, AND MASTER BEDROOM; COFFERED CEILING IN LIVING ROOM; WOOD POCKET DOORS WITH FROSTED-HALF GLASS; GLASS TRANSOMS ABOVE DOORS AT DINING ROOM, STUDY, AND HALLWAYS; CUSTOM MILLWORK WITH BOOK SHELVES AND BASE CABINETS/COUNTERTOPS IN LIVING ROOM AND STUDY; BRICK OR STONE FIREPLACE.

**BASMENT**  
CRANK SPACE FOUNDATION WITH PARTIAL FULL-HEIGHT UNFINISHED BASEMENT AND SAFE ROOM.

**COVERED PORCHES**  
SCREENED PORCH WITH HIGH TRAY CEILING, COLUMNS, BRICK STEPS AND STAMPED CONCRETE. SCREENED PORCH WITH COMPOSITE DECKING, COVERED PATIO WITH KNEE WALL, OPTION TO ADD SUNROOM WINDOWS AND EXTERIOR DOOR.

**OUTDOOR SPACES**  
STONE PATIO WITH STONE KNEE WALL AND FIREPLACE IN BACK YARD; LANDSCAPING INFORMATION TO BE INSTALLED IN AREAS AROUND ALL SIDES OF HOUSE INCLUDING FRONT YARD. FENCE TO BE INSTALLED AROUND PERIMETER OF BACK YARD. PROJECT-HEIGHT WOODEN FENCE TO BE INSTALLED AROUND PERIMETER OF BACK YARD.

## DRAWING INDEX

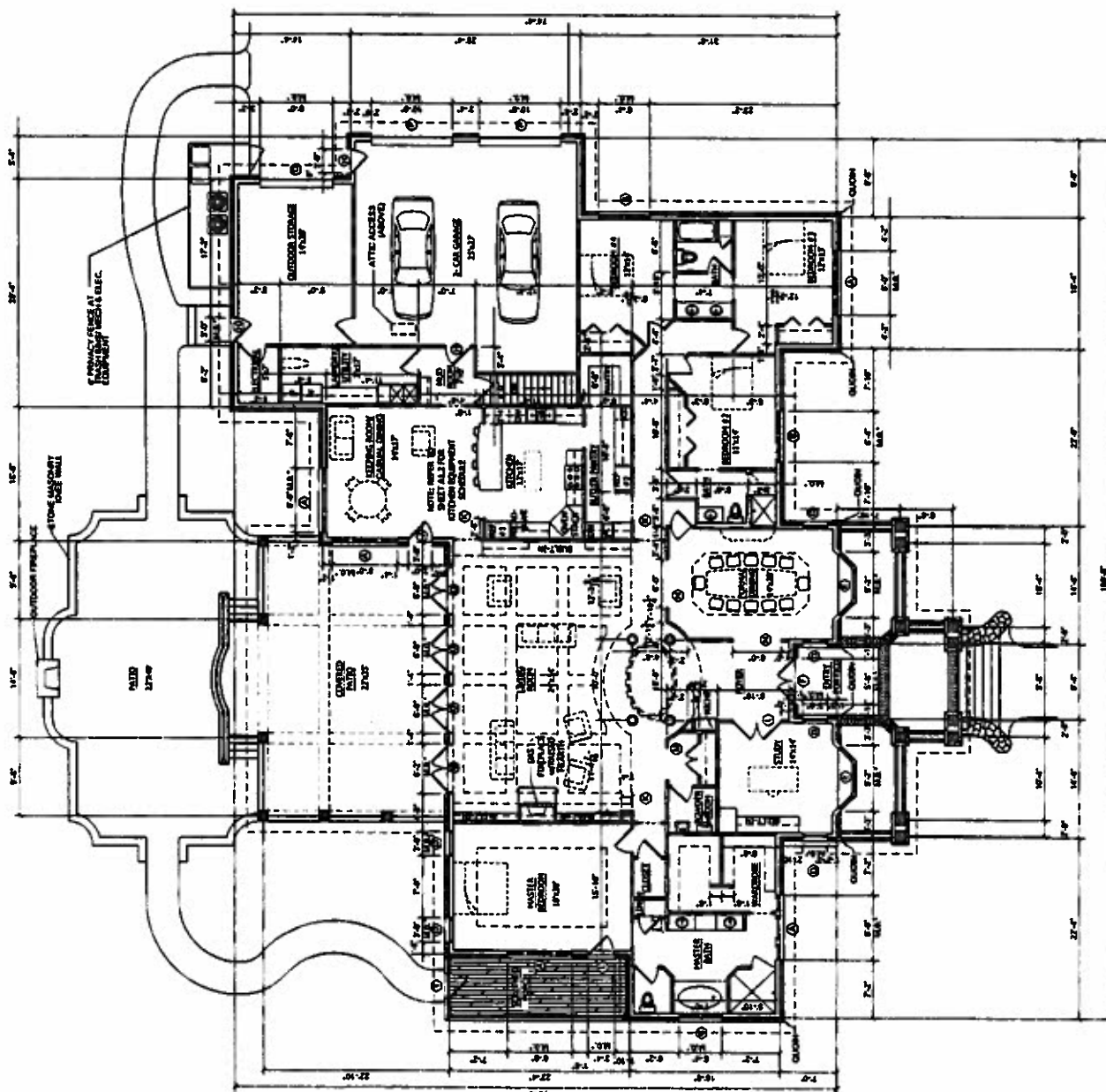
- A1 MAIN LEVEL FLOOR PLAN
- A2 BASEMENT FLOOR PLAN
- A3 EXTERIOR ELEVATIONS
- A4 INTERIOR ELEVATIONS
- A5 BATHING ELEVATIONS
- E1 WINDOW & DOOR ELEVATIONS
- E2 ELEC - MAIN LEVEL FLOOR PLAN - LIGHTING
- E3 ELEC - BASEMENT FLOOR PLAN - LIGHTING
- E4 ELEC - FLOOR PLANS - POWER (SCHEMATIC)

## KEYS AND NOTES

- \*M.O. MASONRY DESIGNS TO BE SUBMITTED BASED ON WAGNORTH FLOOR WOODWORK SELECTION
- ① EXTERIOR WINDOW / DOOR MARK - SEE SHEET A4 FOR WINDOW AND DOOR ELEVATIONS
- ② DOOR WIDTH AND CEILING HEIGHTS
- ③ INTERIOR DOOR HEIGHT 6'0" UNLESS NOTED OTHERWISE
- PO POCKET DOOR
- BDLD Bifold door or pair of bifold doors
- FR FRENCH DOOR
- C.O. CASED OPENING WITH TRANSOM WINDOW

## SQUARE FOOTAGE SUMMARY

|                                       |                   |                   |
|---------------------------------------|-------------------|-------------------|
| HEATED/COOLED AREA                    | 3668 S.F. (NET)   | 4770 S.F. (GROSS) |
| ENTRY PORCHES                         | 445 S.F.          |                   |
| COVERED PATIO                         | 794 S.F.          |                   |
| SCREENED PORCH                        | 170 S.F.          |                   |
| GARAGE / OUTDOOR STORAGE / ELECTRICAL | 1148 S.F. (GROSS) |                   |
| BASEMENT/SAFE ROOM                    | 1189 S.F. (GROSS) |                   |



MAIN LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

ACOM COMMANDER OFFICE

NOTE: SITE LAYOUT DESIGN BY OTHERS

# ACOM GENERAL FLAG OFFICER QUARTERS

## BASEMENT FLOOR PLAN

### WILEY DRIVE, WESTSTONE ARSENAL, AL

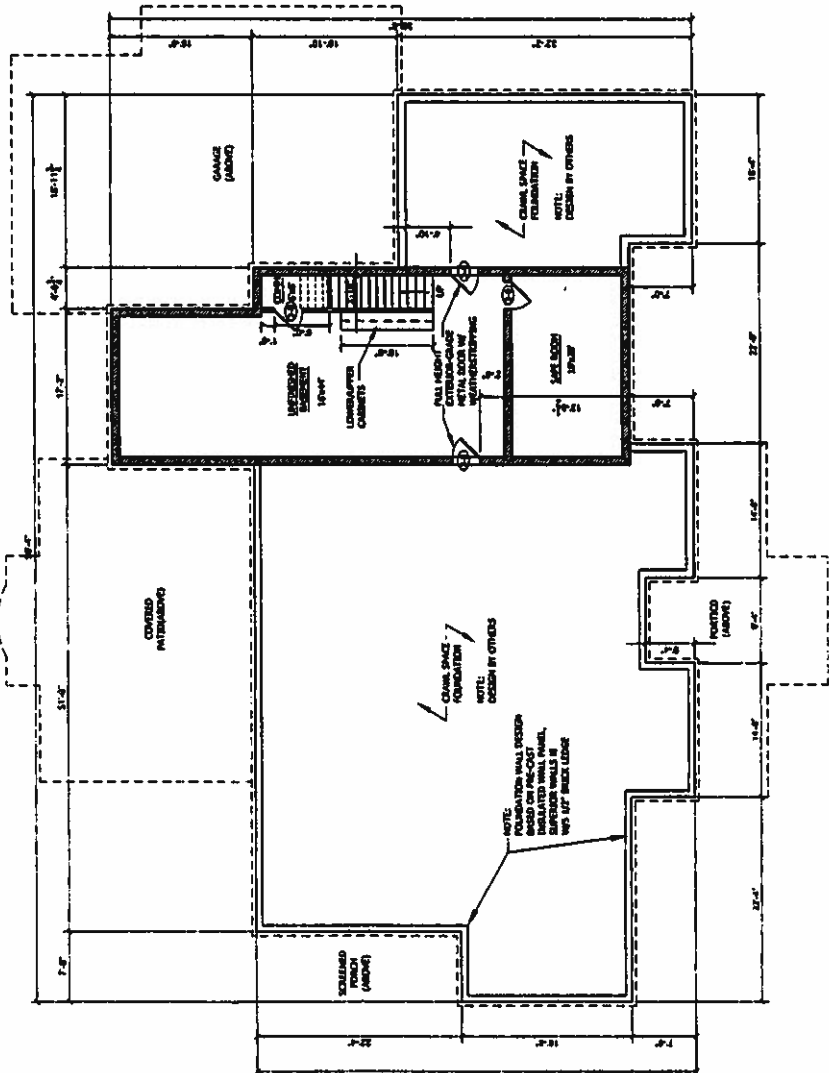
A2



| EQUIPMENT SCHEDULE                              |  |
|-------------------------------------------------|--|
| KITCHEN EQUIPMENT                               |  |
| 1. 1000 BTU Gas Range (noted elsewhere)         |  |
| 2. 1000 BTU Gas Water Heater (noted elsewhere)  |  |
| 3. 1000 BTU Gas Dishwasher (noted elsewhere)    |  |
| 4. 1000 BTU Gas Stove (noted elsewhere)         |  |
| 5. 1000 BTU Gas Oven (noted elsewhere)          |  |
| 6. 1000 BTU Gas Refrigerator (noted elsewhere)  |  |
| 7. 1000 BTU Gas Freezer (noted elsewhere)       |  |
| 8. 1000 BTU Gas Ice Maker (noted elsewhere)     |  |
| 9. 1000 BTU Gas Dishwasher (noted elsewhere)    |  |
| 10. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 11. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 12. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 13. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 14. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 15. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 16. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 17. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 18. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 19. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 20. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 21. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 22. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 23. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 24. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 25. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 26. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 27. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 28. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 29. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 30. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 31. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 32. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 33. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 34. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 35. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 36. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 37. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 38. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 39. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 40. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 41. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 42. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 43. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 44. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 45. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 46. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 47. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 48. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 49. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 50. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 51. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 52. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 53. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 54. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 55. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 56. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 57. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 58. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 59. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 60. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 61. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 62. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 63. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 64. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 65. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 66. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 67. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 68. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 69. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 70. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 71. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 72. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 73. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 74. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 75. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 76. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 77. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 78. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 79. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 80. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 81. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 82. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 83. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 84. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 85. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 86. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 87. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 88. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 89. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 90. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 91. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 92. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 93. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 94. 1000 BTU Gas Stove (noted elsewhere)        |  |
| 95. 1000 BTU Gas Oven (noted elsewhere)         |  |
| 96. 1000 BTU Gas Refrigerator (noted elsewhere) |  |
| 97. 1000 BTU Gas Freezer (noted elsewhere)      |  |
| 98. 1000 BTU Gas Ice Maker (noted elsewhere)    |  |
| 99. 1000 BTU Gas Dishwasher (noted elsewhere)   |  |
| 100. 1000 BTU Gas Stove (noted elsewhere)       |  |

## KEYS AND NOTES

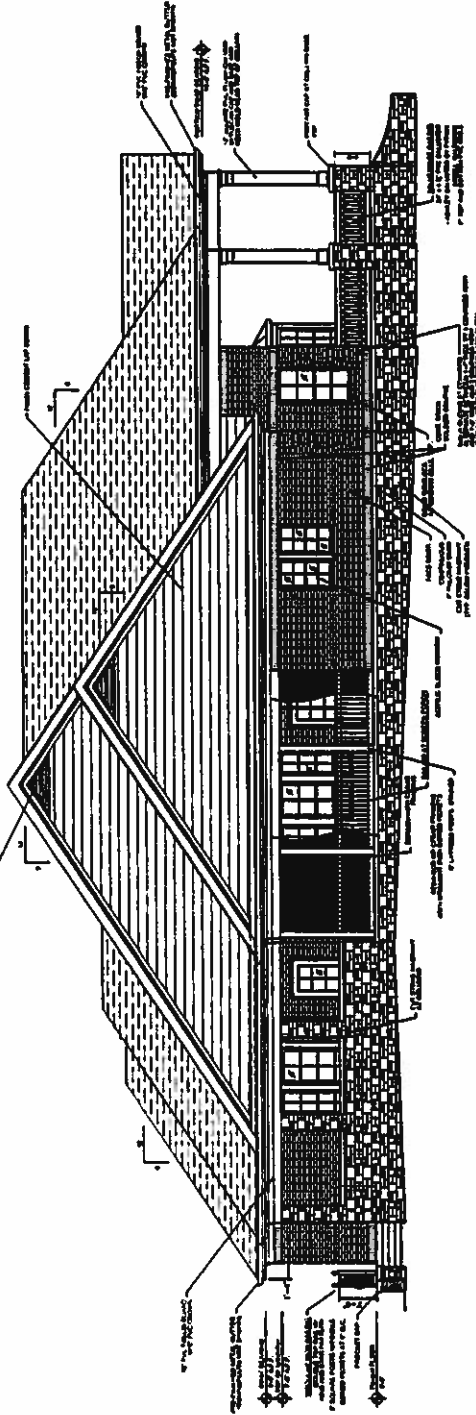
- 1. MASONRY OPENING TO BE VERIFIED BASED ON WINDOW/DOOR MARK - SEE SHEET AS FOR WINDOW AND DOOR ELEVATIONS
- 2. DOOR WITHIN TWO FEET OF INTERIOR DOOR HEIGHT 6'-0" UNLESS NOTED OTHERWISE
- 3. POCKET DOOR
- 4. BR/LD - BR/LD DOOR OR PAIR OF BR/LD DOORS
- 5. C.D. - CASED OPENING - 6'-0" HEIGHT UNLESS NOTED OTHERWISE



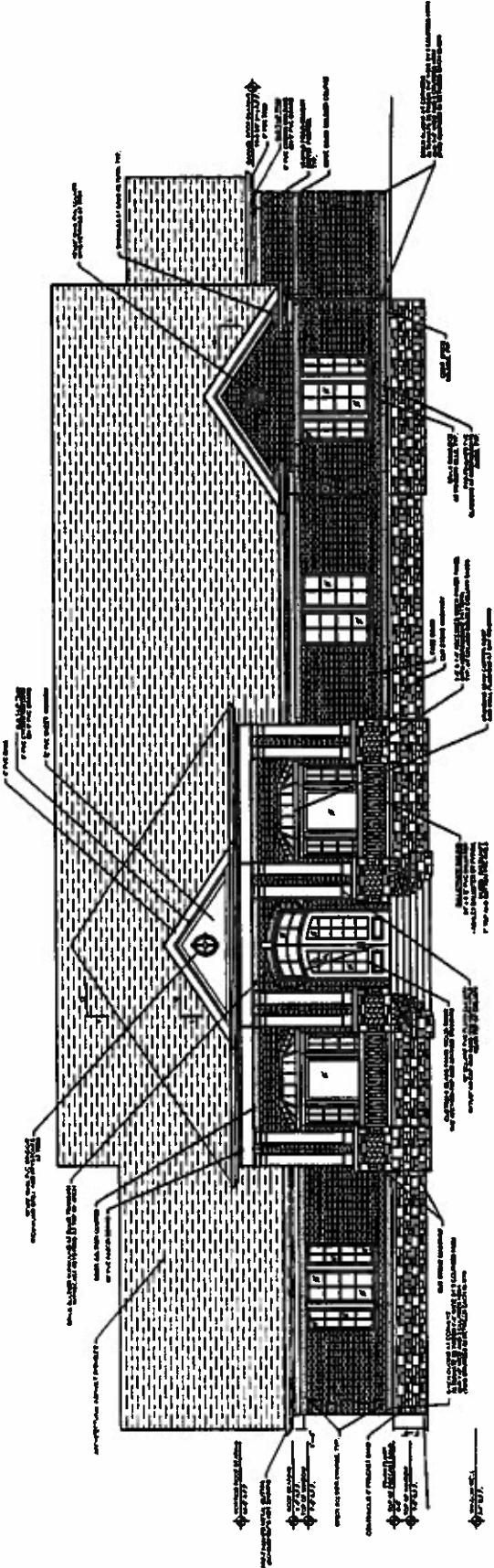
BASEMENT FLOOR PLAN

SCALE: 1/4" = 1'-0"

**ACOM GENERAL FLAG OFFICER QUARTERS**  
**RIFFLEY DRIVE, REDSTONE ARSENAL, AL**  
**ELEVATIONS**

[illegible]

EAST ELEVATION  
NOT SHOWN FROM SUNDAY



**SOUTH ELEVATION**







WILFRED DRIVE, REDSTONE ARSENAL, AT  
WINDOW AND DOOR ELEVATIONS

[illegible]

FROM TWA



1. **Advertisement**  
 2. **Advertisement**  
 3. **Advertisement**  
 4. **Advertisement**  
 5. **Advertisement**  
 6. **Advertisement**  
 7. **Advertisement**  
 8. **Advertisement**  
 9. **Advertisement**  
 10. **Advertisement**  
 11. **Advertisement**  
 12. **Advertisement**  
 13. **Advertisement**  
 14. **Advertisement**  
 15. **Advertisement**  
 16. **Advertisement**  
 17. **Advertisement**  
 18. **Advertisement**  
 19. **Advertisement**  
 20. **Advertisement**  
 21. **Advertisement**  
 22. **Advertisement**  
 23. **Advertisement**  
 24. **Advertisement**  
 25. **Advertisement**  
 26. **Advertisement**  
 27. **Advertisement**  
 28. **Advertisement**  
 29. **Advertisement**  
 30. **Advertisement**  
 31. **Advertisement**  
 32. **Advertisement**  
 33. **Advertisement**  
 34. **Advertisement**  
 35. **Advertisement**  
 36. **Advertisement**  
 37. **Advertisement**  
 38. **Advertisement**  
 39. **Advertisement**  
 40. **Advertisement**  
 41. **Advertisement**  
 42. **Advertisement**  
 43. **Advertisement**  
 44. **Advertisement**  
 45. **Advertisement**  
 46. **Advertisement**  
 47. **Advertisement**  
 48. **Advertisement**  
 49. **Advertisement**  
 50. **Advertisement**  
 51. **Advertisement**  
 52. **Advertisement**  
 53. **Advertisement**  
 54. **Advertisement**  
 55. **Advertisement**  
 56. **Advertisement**  
 57. **Advertisement**  
 58. **Advertisement**  
 59. **Advertisement**  
 60. **Advertisement**  
 61. **Advertisement**  
 62. **Advertisement**  
 63. **Advertisement**  
 64. **Advertisement**  
 65. **Advertisement**  
 66. **Advertisement**  
 67. **Advertisement**  
 68. **Advertisement**  
 69. **Advertisement**  
 70. **Advertisement**  
 71. **Advertisement**  
 72. **Advertisement**  
 73. **Advertisement**  
 74. **Advertisement**  
 75. **Advertisement**  
 76. **Advertisement**  
 77. **Advertisement**  
 78. **Advertisement**  
 79. **Advertisement**  
 80. **Advertisement**  
 81. **Advertisement**  
 82. **Advertisement**  
 83. **Advertisement**  
 84. **Advertisement**  
 85. **Advertisement**  
 86. **Advertisement**  
 87. **Advertisement**  
 88. **Advertisement**  
 89. **Advertisement**  
 90. **Advertisement**  
 91. **Advertisement**  
 92. **Advertisement**  
 93. **Advertisement**  
 94. **Advertisement**  
 95. **Advertisement**  
 96. **Advertisement**  
 97. **Advertisement**  
 98. **Advertisement**  
 99. **Advertisement**  
 100. **Advertisement**

[illegible]

சென்னை, 11.12.2019

**\* Additional**

**6. Additional**



E1

PROJECT NO. 100-100-100-100  
PROJECT NAME  
PROJECT LOCATION  
PROJECT DATE

1. AREA  
2. AREA  
3. AREA  
4. AREA  
5. AREA  
6. AREA  
7. AREA  
8. AREA  
9. AREA  
10. AREA

# ACOM GENERAL FLAG OFFICER QUARTERS

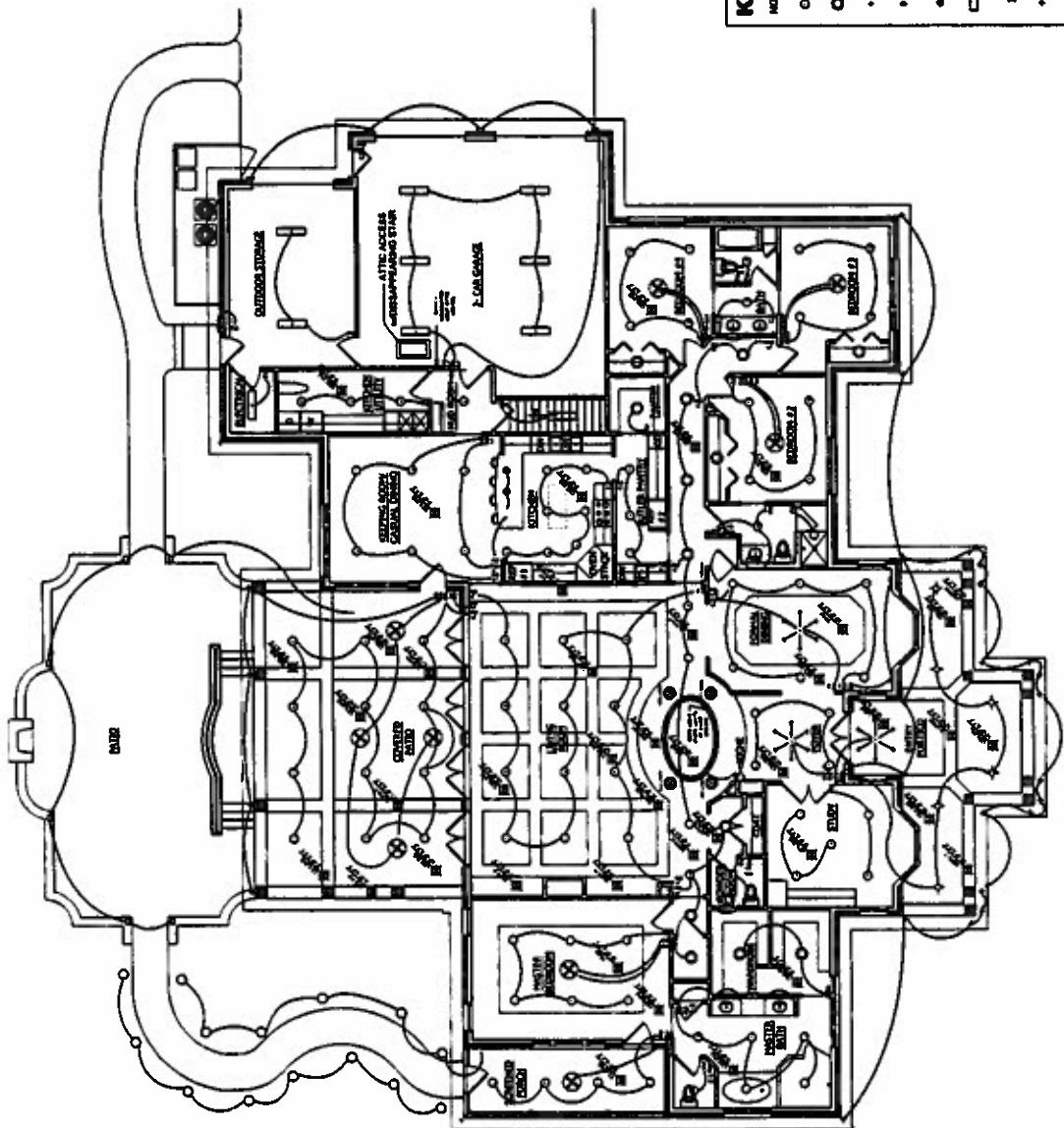
## MAIN LEVEL FLOOR PLAN - LIGHTING

REFLECTED DRIVE, REDSTONE ARSENAL, AL

### KEYS AND NOTES

NOTE: REFER TO LIGHTING SPECIFICATIONS FOR FEATURE TYPES

- RECESSED CAN LIGHT FEATURE
- SURFACE MOUNTED FEATURE
- VANITY SCONCE
- WALL SCONCE
- PENDANT LIGHT
- 10A FLUORESCENT
- 1 EXTERIOR LIGHTING - WALL MOUNTED PICTURE (PHOTO CELL)
- EXTERIOR LIGHTING - RECESSED FEATURE IN LAKE
- EXTERIOR LIGHTING - LANDSCAPE/PAVINGWAY FEATURE
- EXTERIOR LIGHTING - LAMP POST FEATURE (PHOTO CELL)
- ⊗ CEILING FANS (NOTE: ALL WITH 30" FANS INCLUDE REVERSE CURVED BLADES)
- ✱ DECORATIVE PENDANT FEATURE



FLOOR PLAN w/REFLECTED CEILING - LIGHTING  
SCALE: 3/8" = 1'-0"

ACOM GENERAL OFFICER QUARTERS

| DATE | BY | REVISIONS | TYPE |
|------|----|-----------|------|
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |

# ACOM GENERAL FLAG OFFICER QUARTERS

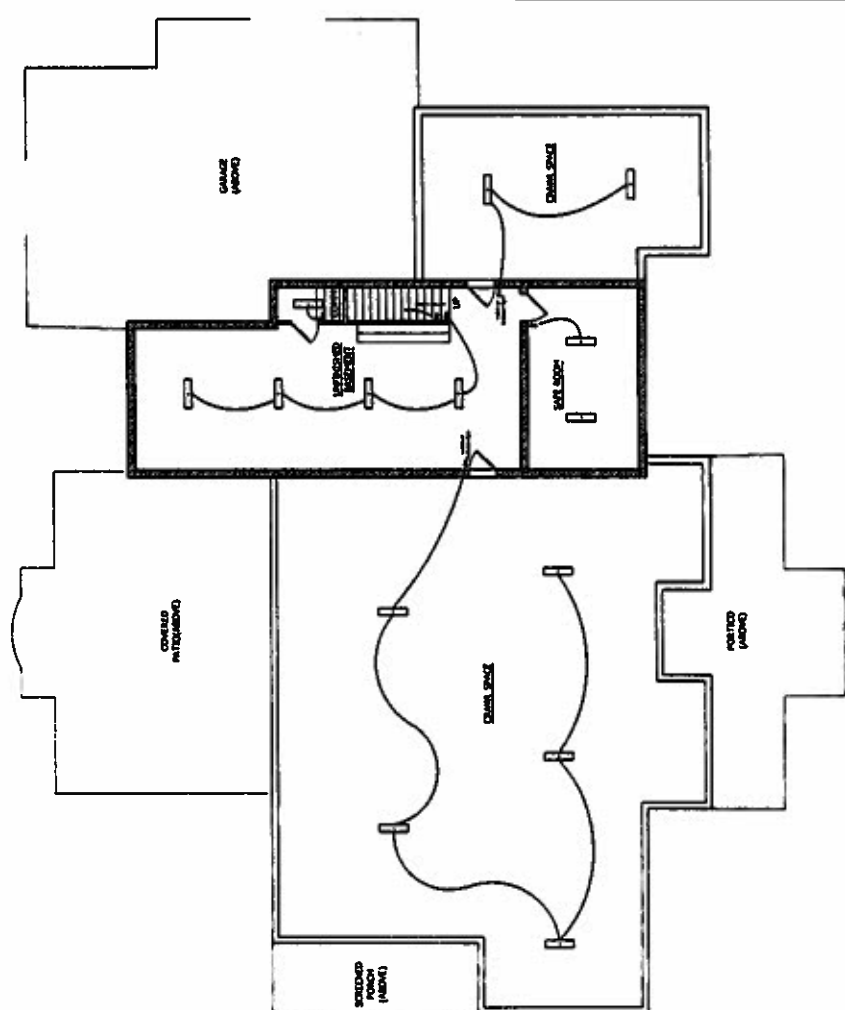
## RIFLEY DRIVE, REDSTONE ARSENAL, AL

### BASEMENT FLOOR PLAN - LIGHTING

|      |    |           |      |
|------|----|-----------|------|
| DATE | BY | REVISIONS | TYPE |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |
|      |    |           |      |



E2



#### KEYS AND NOTES

NOTE: REFER TO LIGHTING SPECIFICATIONS FOR FEATURE TYPES

- RECESSED CAN LIGHT FEATURE
- SURFACE MOUNTED FEATURE
- VARIETY SCIENCE
- WALL SCIENCE
- PENDANT LIGHT
- 10A FLUORESCENT
- 1 EXTERIOR LIGHTING - WALL MOUNTED FEATURE (PHOTO CELL)
- EXTERIOR LIGHTING - RECESSED FEATURE IN LEAVE
- EXTERIOR LIGHTING - LANDSCAPE/WALL MOUNT FEATURE
- EXTERIOR LIGHTING - LAMP POST FEATURE (PHOTO CELL)
- ⊗ EXTERIOR LIGHTING - LAMP POST FEATURE (PHOTO CELL) - REMOVED
- ✱ DECORATIVE PENDANT FEATURE

#### BASEMENT FLOOR PLAN - LIGHTING

SCALE: 1/4" = 1'-0"

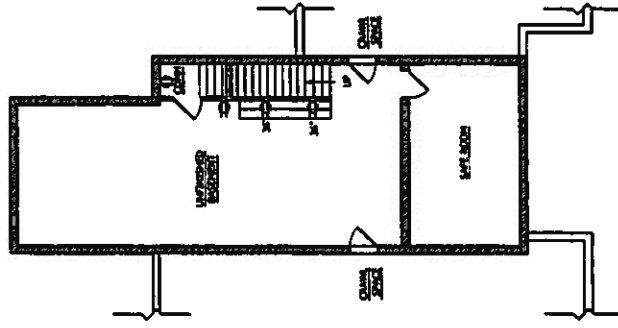
# ACOM GENERAL FLAG OFFICER QUARTERS

RIPLBY DRIVE, KENNESAW ARSENAL, AL  
FLOOR PLANS - POWER

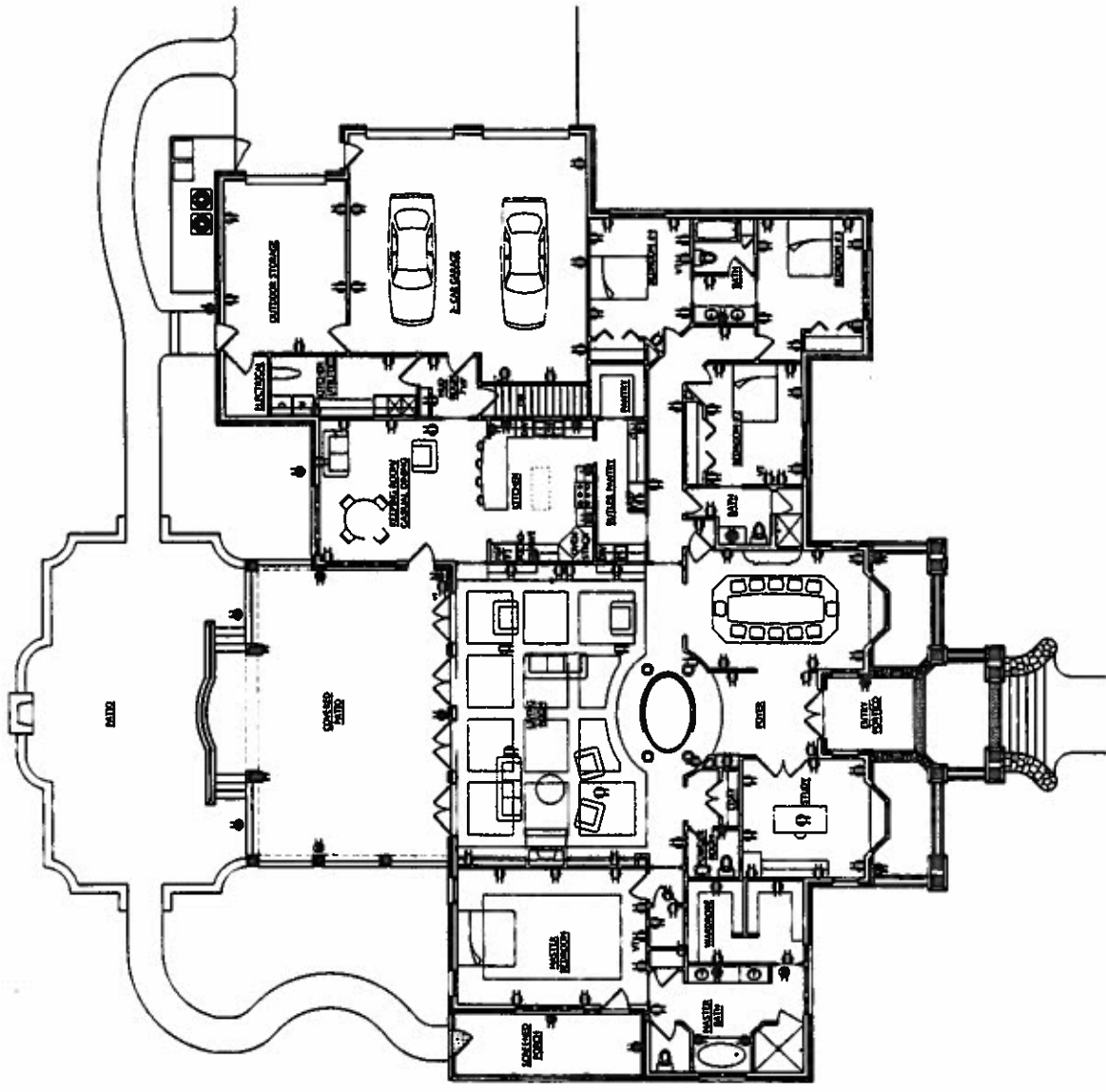
**E3**

CONSTRUCTION  
DATE: 08-08-82  
BY: [Signature]  
PROJECT NO: [Number]

BASEMENT FLOOR PLAN - POWER (SCHEMATIC - FOR REFERENCE ONLY)  
SCALE: 3/8" = 1'-0"

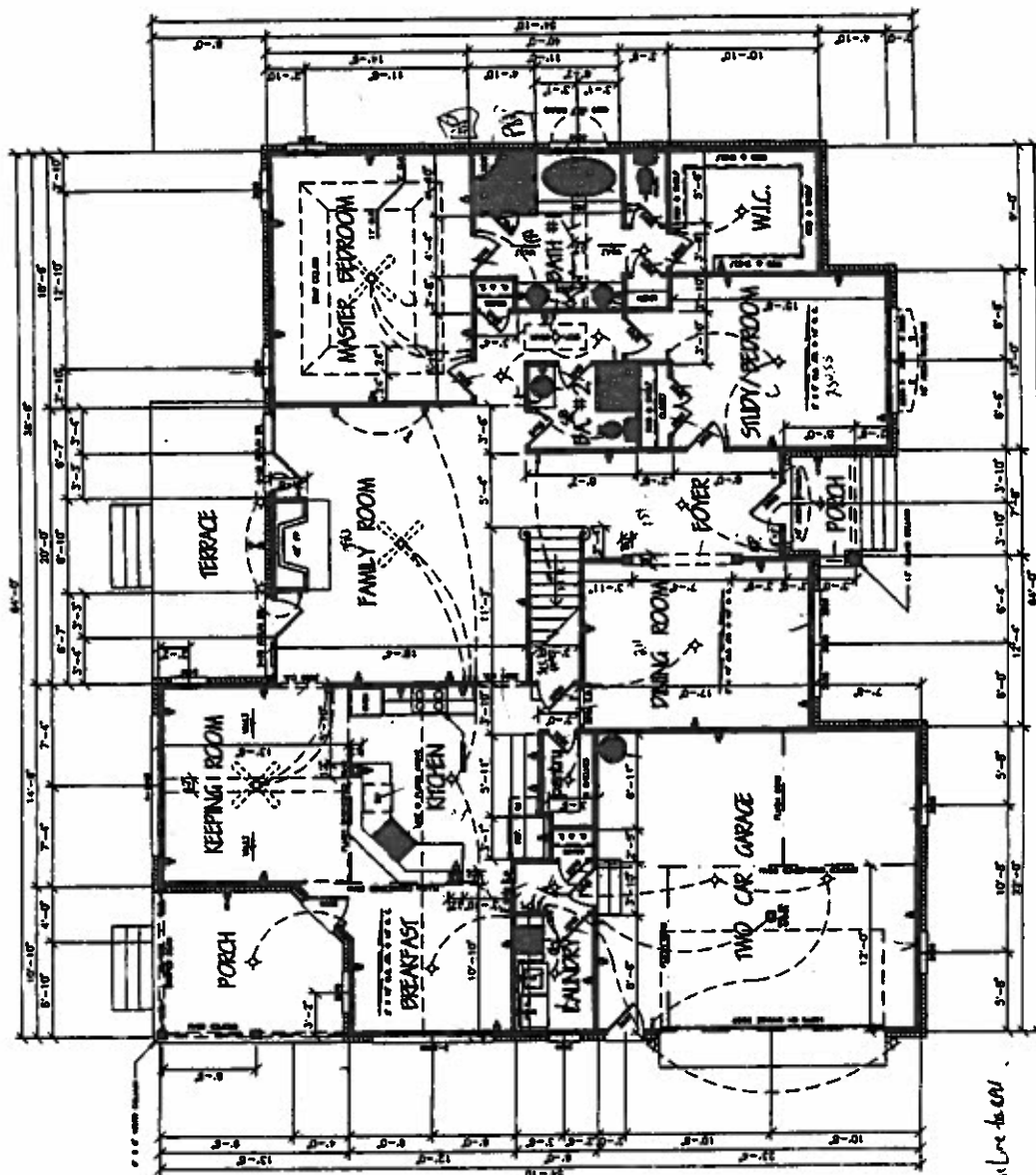


MAIN LEVEL FLOOR PLAN - POWER (SCHEMATIC - FOR REFERENCE ONLY)  
AND GENERAL OFFICER QUARTERS  
SCALE: 3/8" = 1'-0"



**EXHIBIT B-2**

**PLANS**



**FIRST FLOOR PLAN**  
SCALE 1/4" = 1'-0"

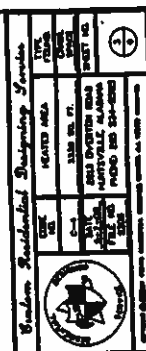
Delectable Plan Line to color.  
1100 AC.  
S Over cabinet  
S Glass Block  
F 1/2" x 1/2" Brass By Murec.  
FHL 1/2" x 1/2" no handles

HP up  
Gas Pkg Down  
90000 Gas up  
HP  
GCII  
Gas Cooktop

**AREAS**

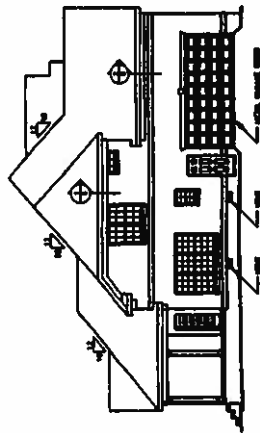
|      |    |    |                   |
|------|----|----|-------------------|
| 2000 | 50 | PL | FRONT PORCH AREA  |
| 2000 | 50 | PL | SECOND FLOOR WARD |
| 2000 | 50 | PL | STUDY/BRD AREA    |
| 2000 | 50 | PL | STUDY/BRD AREA    |
| 2000 | 50 | PL | STUDY/BRD AREA    |
| 2000 | 50 | PL | STUDY/BRD AREA    |
| 2000 | 50 | PL | STUDY/BRD AREA    |
| 2000 | 50 | PL | STUDY/BRD AREA    |
| 2000 | 50 | PL | STUDY/BRD AREA    |
| 2000 | 50 | PL | STUDY/BRD AREA    |

| Buckner Residential Designing Services |              |
|----------------------------------------|--------------|
| DATE                                   | 10-1-77      |
| BY                                     | 10-1-77      |
| FOR                                    | 10-1-77      |
| PROJECT NO.                            | 10-1-77      |
| SCALE                                  | 1/4" = 1'-0" |
|                                        |              |

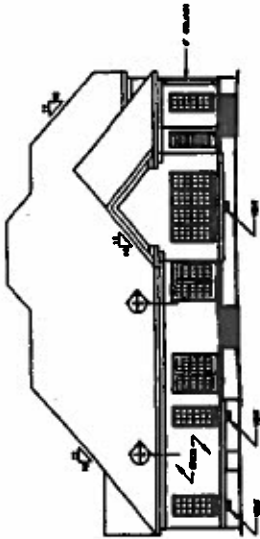


SECOND FLOOR PLAN  
SCALE 1/4" = 1'-0"

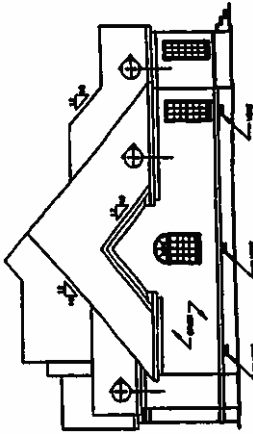




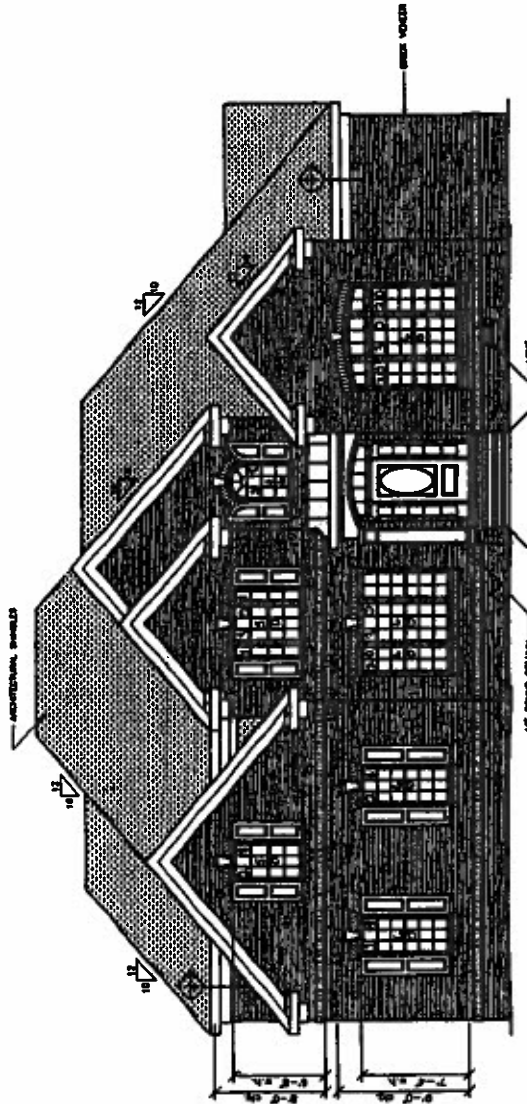
LEFT SIDE ELEVATION  
SCALE 1/8"=1'-0"



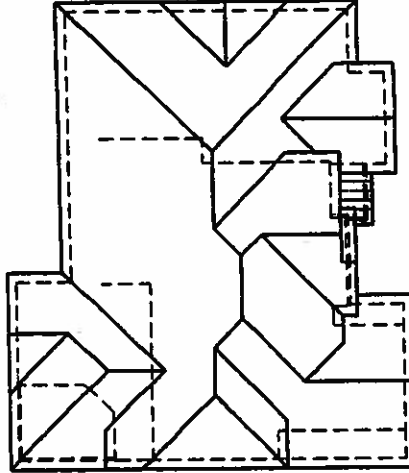
REAR ELEVATION  
SCALE 1/8"=1'-0"



RIGHT SIDE ELEVATION  
SCALE 1/8"=1'-0"



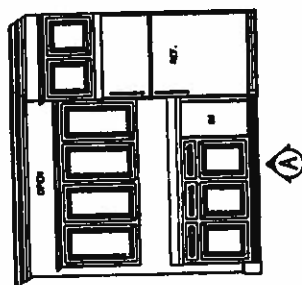
FRONT ELEVATION  
SCALE 1/4"=1'-0"



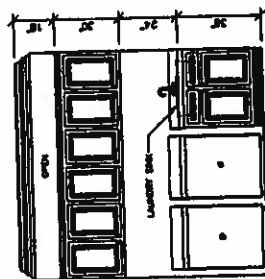
ROOF PLAN  
SCALE 1/8"=1'-0"

|         |                 |                                                                                                           |       |
|---------|-----------------|-----------------------------------------------------------------------------------------------------------|-------|
|         |                 | Southern Residential Designing Service<br>10000 Katy Road, Suite 100, Houston, TX 77054<br>(713) 465-1000 |       |
| DATE    | 10/15/2010      | PROJECT NO.                                                                                               | 10000 |
| CLIENT  | 10000 Katy Road | ARCHITECT                                                                                                 | 10000 |
| PROJECT | 10000 Katy Road | ENGINEER                                                                                                  | 10000 |
| PROJECT | 10000 Katy Road | PROJECT                                                                                                   | 10000 |
| PROJECT | 10000 Katy Road | PROJECT                                                                                                   | 10000 |

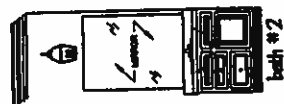




KITCHEN CABINET DETAILS  
SCALE ————— 1/2"=1'-0"



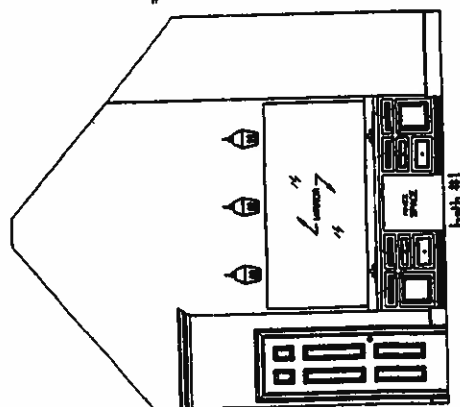
**FIREPLACE ELEVATION**  
**SCALE** ———  $1/2"=1'-0"$



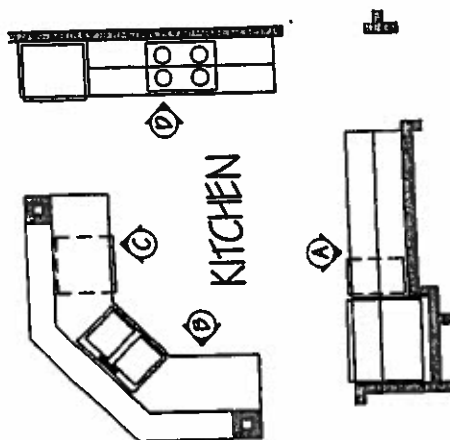
LAUNDRY CABINET DETAIL  
SCALE  $\frac{1}{2"} = 1'-0"$



**BATHROOM CABINET DETAILS**  
SCALE  $\frac{1}{2}'' = 1'-0''$



# KITCHEN

[illegible]



**EXHIBIT C**  
**DRAW SCHEDULE**

## EXHIBIT D

## DA RIGHT-OF-WAY

## RIGHT-OF-ENTRY FOR CONSTRUCTION

The undersigned, **REDSTONE COMMUNITIES, LLC**, a Delaware limited liability company, lessee (hereinafter the "**Lessee**") under the Department of the Army Lease Number DACA65-01-06-27 (hereinafter the "**Ground Lease**"), together with **THE SECRETARY OF THE ARMY**, hereinafter referred to as the "**Secretary**", under authority of the Secretary's General Administrative Powers, in consideration of the benefits to be derived by the Lessee from the construction of the improvements provided for herein, hereby granted to the **CITY OF HUNTSVILLE, ALABAMA** (hereinafter the "**City**"), a right-of-entry upon the following terms and conditions:

1. The Lessee hereby grants an irrevocable right to enter upon the portion of the leased property described in **Exhibit A**, attached hereto and made a part hereof, located off of Wadsworth Drive and Ripley Drive, at any time within a period of \_\_\_\_\_ (\_\_\_\_) months from the date of this instrument, in order to construct two (2) General Officers Quarters and any other related improvements. The City shall not be deemed to be the agent of the Lessee in the exercise of this right.
2. This right-of-entry includes the right of ingress and egress on adjacent portions of the leased property provided that such ingress and egress is necessary for the performance of the above described construction work and is not otherwise conveniently available to the City.
3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land described in **Exhibit A** by the City shall remain the property of the City and may be removed by the City at any time within a reasonable period after the expiration of this right-of-entry. The City shall be responsible for its cost to perform all work under this right-of-entry including utility connections.
4. In the event the Ground Lease is not amended to exclude the improvements constructed hereunder and/or the land described in **Exhibit A** from the description of the leased property prior to the expiration of this right-of-entry, the parties agree that if any action of the City's employees or agents in the exercise of this right-of-entry results in damage to the real property of the Lessee, the City will, at its option, either repair such damage or make an appropriate settlement with Lessee. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The City's liability under this clause may not exceed appropriations available for such payment. The provisions of this clause are without prejudice to any rights the Lessee may have to make a claim under applicable laws for any other damages than provided herein. If any of the land described in **Exhibit A** is excluded from the description of the leased property in the Ground Lease, damages would be limited to the decrease in the fair market value of the Lessee's remainder caused by such damage.
5. Regions Bank, an Alabama banking corporation, not in its individual capacity, but solely as trustee under that certain Trust Indenture and Security Agreement, dated as of October 1, 2006, between Regions Bank and Lessee, has consented to the terms of this right-of-entry.

*[Signatures and Acknowledgements Begin on Next Page]*

IN WITNESS WHEREOF I have hereunto set my hand by the authority and direction of the Secretary of the Army this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
District Chief Real Estate  
Real Estate Contracting Officer  
US Army Engineer District, Mobile

**ACKNOWLEDGMENT**

STATE OF ALABAMA  
COUNTY OF MOBILE

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

*[Signatures and Acknowledgements Continue on Next Page]*

THIS LICENSE is also executed by the Lessee in witness whereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

**REDSTONE COMMUNITIES LLC,**  
a Delaware limited liability company

By: Redstone Investments LLC, a Delaware limited liability company, Managing Member

By: Hunt ELP, Ltd., a Texas limited partnership, Member

By: HB GP, LLC, a Nevada limited liability company, Managing General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF EL PASO

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

*[Signatures and Acknowledgements Continue on Next Page]*



THIS LICENSE is also executed by the City in witness whereof this \_\_\_\_ day of \_\_\_\_\_,  
2013.

\_\_\_\_\_  
Mayor  
City of Huntsville

**ACKNOWLEDGMENT**

STATE OF ALABAMA  
COUNTY OF MADISON

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

*[Signatures and Acknowledgements Continue on Next Page]*

THIS LICENSE is approved as to form and substance and consented to by Regions Bank, an Alabama banking corporation, not in its individual capacity, but solely as Trustee under that certain Trust Indenture and Security Agreement, dated as of October 1, 2006. The Trustee executes this License in witness whereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

**REGIONS BANK, as Trustee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## EXHIBIT E

### CONTRACTOR'S INSURANCE REQUIREMENTS

#### 1. Specific Requirements.

| INSURANCE                                       | COVERAGES/LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | OTHER REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Builder's Risk                                  | <p>Coverage on a "Completed Value" basis in the amount of at least 100% of the Contract Sum, as it may be modified from time to time under the Contract, but with a so-called "inflation guard" coverage to assure coverage increases to coincide with inflation.</p> <p>Property Covered:</p> <ul style="list-style-type: none"> <li>-Entire work at job site</li> <li>-All structures under construction</li> <li>-All property on the job site for installation, including materials and supplies</li> <li>-All property in transit to the job site, including materials and supplies</li> <li>-All temporary structures at the job site</li> </ul> | <ol style="list-style-type: none"> <li>1. "All-Risks" policy, subject to the policy terms, and conditions.</li> <li>2. Endorsements Required: <ul style="list-style-type: none"> <li>-Additional expenses due to delay in completion</li> <li>-Agreed amount for not less than full replacement cost</li> <li>-Business income/rental value</li> <li>-Agreed penalty</li> <li>-Damage arising from error, omission or deficiency in design, specifications, workmanship or materials, including collapse (no sublimit)</li> <li>-Debris removal additional limit (\$1,000,000)</li> <li>-Earthquake</li> <li>-Earthquake sprinkler leakage</li> <li>-Expediting expenses</li> <li>-Flood</li> <li>-Freezing</li> <li>-Ordinance or Law (no sublimit)</li> <li>-Permission to occupy</li> <li>-Pollutant clean-up and removal</li> <li>-Preservation of property (no sublimit)</li> <li>-Replacement cost (no sublimit)</li> <li>-Testing (no sublimit)</li> </ul> </li> <li>3. Deductible not to exceed \$50,000</li> </ol> |
| Workers compensation                            | Statutory Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <ol style="list-style-type: none"> <li>1. Covering all employees engaged in any work performed in connection with the Project.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Employers Liability                             | <p>\$1,000,000 each accident for bodily injury</p> <p>\$1,000,000 each employee for bodily injury by disease</p> <p>\$1,000,000 bodily injury by disease for entire policy</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <ol style="list-style-type: none"> <li>1. Covering all employees engaged in any work performed in connection with the Project.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Commercial General Liability (Occurrence Basis) | <p>\$1,000,000 per occurrence</p> <p>\$2,000,000 general aggregate</p> <p>\$1,000,000 personal injury/advertising liability</p> <p>\$2,000,000 product-completed operations aggregate limit</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <ol style="list-style-type: none"> <li>1. Current edition of ISO form CG 00 01, or equivalent.</li> <li>2. Current Edition of Designated Construction Project(s) General Aggregate Limits Per Project (current edition of ISO CG 25 03), or equivalent.</li> <li>3. Contractual liability under Coverage A to respond to a broad form indemnity.</li> <li>4. No deductible or self-insured retention in excess of \$50,000.</li> <li>5. This insurance will be maintained in identical coverage, form and amount, including required endorsements, for at least 3 years following the date of final completion of construction, or alternatively, Contractor will purchase a 3-year "tail coverage" extension with respect to</li> </ol>                                                                                                                                                                                                                                                                                    |

| INSURANCE                                                 | COVERAGES/LIMITS                                                                                                                                                                                                                      | OTHER REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                           |                                                                                                                                                                                                                                       | products/completed operations coverage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Contractors<br>Pollution Liability                        | \$1,000,000 per occurrence<br>\$2,000,000 aggregate                                                                                                                                                                                   | <ol style="list-style-type: none"> <li>1. Having a 5-year extended reporting period, if written on a claims-made basis.</li> <li>2. Coverage includes (but is not limited to) asbestos, construction and remediation operations (whether by contractor or a subcontractor), third-party bodily injury, third-party property and environmental damage, clean up cost for pollution conditions both on and migrating from the worksite.</li> <li>3. No exclusion for claims alleging improper supervision of subcontractors.</li> </ol> |
| Business<br>Automobile<br>Liability<br>(Occurrence Basis) | \$1,000,000 per occurrence (combined<br>single limit)<br>\$2,000,000 aggregate                                                                                                                                                        | <ol style="list-style-type: none"> <li>1. Current edition of ISO form CA 00 01, or equivalent</li> <li>2. Includes liability arising out of operation of all owned, rented, hired and non-owned vehicles.</li> </ol>                                                                                                                                                                                                                                                                                                                  |
| Umbrella Liability<br>(Occurrence Basis)                  | \$5,000,000 (until Project value<br>exceeds \$10,000,000);<br>\$10,000,000 (when Project value is<br>greater than \$10,000,000 but less than<br>\$15,000,000); and<br>\$15,000,000 (when Project value is<br>\$15,000,000 or greater) | <ol style="list-style-type: none"> <li>1. Written on an umbrella basis in excess over and no less broad than the liability coverages referenced above.</li> <li>2. Same inception and expiration dates as commercial general liability insurance.</li> <li>3. No deductible or self-insured retention in excess of \$25,000.</li> <li>4. Coverage must "drop down" for exhausted aggregate limits under the liability coverages referenced above.</li> </ol>                                                                          |

**Bond Requirements:** Performance and Labor/Material Payment Bonds shall be provided by the Contractor during the term of the Agreement in amount equal to the value of the contract or \$1.2 Million, whichever is greater.

#### **General Requirements.**

##### **Policies.** All policies must:

Be issued by solvent and responsible carriers having a Best's Rating of A or better, and a Best's Financial Size Category of Class X, or better, and authorized to sell insurance in the State of Alabama;

Be primary, with the policies of the Owner, the Government, the Project Owner and the Trustee, and all other parties indemnified by Contractor under the Contract Documents ("*Owner Parties*"), being excess, secondary and noncontributing;

Be endorsed to provide a waiver of subrogation in favor of the Owner Parties;

With respect to all liability policies except workers' compensation/employers liability, be endorsed to include the Owner Parties as "additional insureds" (The additional insured status under the commercial general liability policy will be provided on ISO forms CG 20 10 and CG 20 37, in tandem);

With respect to all property policies, be endorsed to include the Owner Parties as "additional insureds" as their interests may appear; and

Contain a provision requiring 30 days' prior written notice (via certified mail) by the insurance carrier to Owner, the Government, the Project Owner and the Trustee, as a condition to cancellation, nonrenewal, or substantial modification.

### **Limits, Deductibles and Retentions**

Except as expressly provided above, there shall be no deductible or self-insured retention in excess of \$50,000 without the prior written approval of Owner, the Government, the Project Owner and the Trustee; and

No policy may include an endorsement restricting, limiting or excluding coverage in any manner without the prior written approval of Owner the Government, the Project Owner and the Trustee, including, without limitation, any exclusion for vandalism, malicious mischief or sprinkler leakage.

### **Forms**

If the forms of policies, endorsements, certificates, or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms; and

Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner, the Government, the Project Owner and the Trustee.

**Evidence of Insurance.** Insurance must be evidenced by ACORD™ Form Certificates of Insurance typically required by financial institutions to verify coverage. Such evidence must be delivered by Contractor to Owner, the Government, the Project Owner and the Trustee, on or before the date of this Agreement, at least 30 days prior to the renewal or replacement of each certified coverage, and otherwise as reasonably requested by such parties. Such Certificates must show compliance with the requirements of this Exhibit and the Contract Documents and show payment of all applicable premiums for the subject coverages.

**Copies of Policies.** If requested in writing by Owner, the Government, the Project Owner or the Trustee, Contractor will provide to such parties a certified copy of any or all insurance policies or endorsements required by this Agreement.

**Blanket Policies.** The insurance required may be provided under so-called "blanket" policies of insurance, so long as: (i) the coverage afforded in connection with the Project shall not be reduced or diminished by reason of the use of such blanket policy (e.g. the aggregate limits must be on a "per project" or "per location" basis); and (ii) all of the requirements set forth in this Exhibit are otherwise satisfied.

**No Waiver.** Failure of Owner, the Government, the Project Owner and the Trustee, to demand any certificate or other evidence of full compliance with these insurance requirements or failure of such parties to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the insurance requirements of this Exhibit.

**EXHIBIT F**  
**DAVIS-BACON WAGE DETERMINATION**

General Decision Number: AL130109 01/04/2013 AL109

Superseded General Decision Number: AL20120109

State: Alabama

Construction Type: Residential

County: Madison County in Alabama.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/04/2013       |

\* SUAL2007-136 10/23/2007

|                                                 | Rates    | Fringes |
|-------------------------------------------------|----------|---------|
| BRICKLAYER.....                                 | \$ 15.00 | 0.00    |
| CARPENTER, Including Form Work...               | \$ 13.97 | 2.73    |
| CEMENT MASON/CONCRETE FINISHER...               | \$ 10.10 | 0.00    |
| ELECTRICIAN.....                                | \$ 10.82 | 0.00    |
| IRONWORKER, STRUCTURAL.....                     | \$ 16.36 | 3.40    |
| IRONWORKER: Ornamental Only.....                | \$ 10.46 | 0.00    |
| LABORER: Common or General.....                 | \$ 7.50  | 0.00    |
| LABORER: Landscape.....                         | \$ 8.57  | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete..... | \$ 7.88  | 0.00    |
| LABORER: Pipelayer.....                         | \$ 9.00  | 0.00    |

|                                                                                     |          |      |
|-------------------------------------------------------------------------------------|----------|------|
| OPERATOR: Backhoe.....                                                              | \$ 11.20 | 0.00 |
| OPERATOR: Bulldozer.....                                                            | \$ 15.00 | 0.00 |
| OPERATOR: Loader (Front End)....                                                    | \$ 12.52 | 0.00 |
| PAINTER.....                                                                        | \$ 11.00 | 0.00 |
| PLUMBER.....                                                                        | \$ 12.51 | 0.00 |
| ROOFER, Including Built Up,<br>Metal, Shake & Shingle, and<br>Single Ply Roofs..... |          |      |
|                                                                                     | \$ 9.17  | 0.00 |
| SHEETMETAL WORKER.....                                                              | \$ 12.82 | 0.00 |
| TRUCK DRIVER.....                                                                   | \$ 9.86  | 0.00 |

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with  
characters other than "SU" denotes that the union  
classification and rate have found to be prevailing for that  
classification. Example: PLUM0198-005 07/01/2011. The first



four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

---

END OF GENERAL DECISION

PARCEL H  
(RCI)

PARCEL I  
(RCI)

PARCEL B  
(RCI)

PARCEL J  
(Army)

GFOQ  
Site 3  
(RCI)

GFOQ  
Site 2  
(Army)

ACOM  
GFOQ  
Site 1  
(Army)

Walden Drive

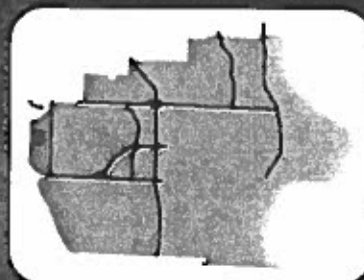
Rocky Lane



GFOQ AREA MAP  
WITH FUTURE HOME SITES

# Legend

- ◆ Parcel Corners
- Parcel Boundary
- GOQ
- Outgrants
- Easement



GOQ RIGHT OF ENTRY



## Exhibit C



Parcel Corners  
Parcel Boundary  
GOQ  
Outgrants  
Easement

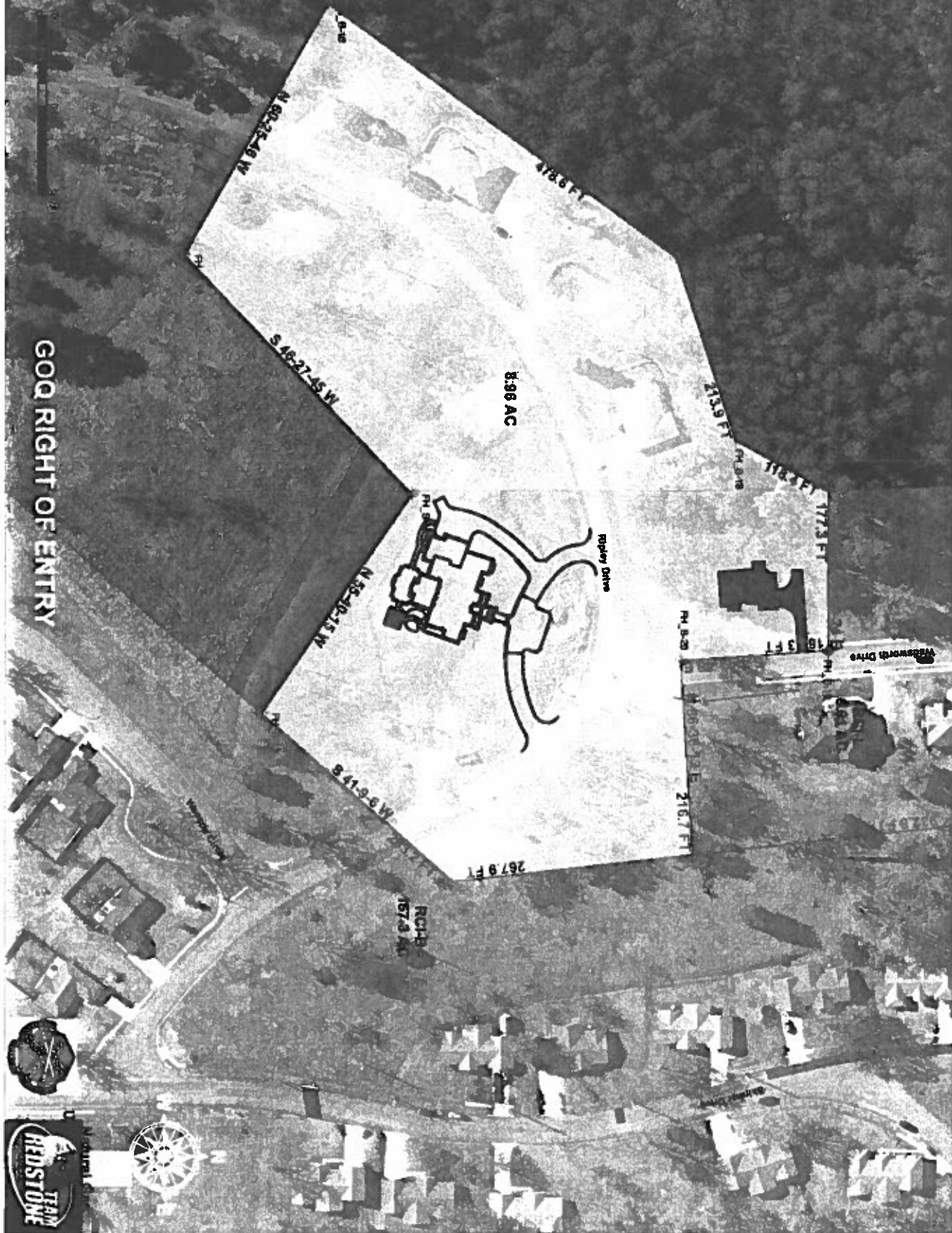
## Parcel Corners

**Parcel Boundary**

**GOA**

## Outgrants

## Easement



## Exhibit D



## **EXHIBIT D**

### **FORM OF EASEMENT**

#### **DEPARTMENT OF THE ARMY**

#### **RIGHT-OF-ENTRY FOR CONSTRUCTION**

The undersigned, **REDSTONE COMMUNITIES, LLC**, a Delaware limited liability company, lessee (hereinafter the "**Lessee**") under the Department of the Army Lease Number **DACA65-01-06-27** (hereinafter the "**Ground Lease**"), together with **THE SECRETARY OF THE ARMY**, hereinafter referred to as the "**Secretary**", under authority of the Secretary's General Administrative Powers, in consideration of the benefits to be derived by the Lessee from the construction of the improvements provided for herein, hereby granted to the **CITY OF HUNTSVILLE, ALABAMA** (hereinafter the "**City**"), a right-of-entry upon the following terms and conditions:

1. The Lessee hereby grants an irrevocable right to enter upon the portion of the leased property described in **Exhibit A**, attached hereto and made a part hereof, located off of Wadsworth Drive and Ripley Drive, at any time within a period of \_\_\_\_\_ ( ) months from the date of this instrument, in order to construct two (2) General Officers Quarters and any other related improvements. The City shall not be deemed to be the agent of the Lessee in the exercise of this right.
2. This right-of-entry includes the right of ingress and egress on adjacent portions of the leased property provided that such ingress and egress is necessary for the performance of the above described construction work and is not otherwise conveniently available to the City.
3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land described in **Exhibit A** by the City shall remain the property of the City and may be removed by the City at any time within a reasonable period after the expiration of this right-of-entry. The City shall be responsible for its cost to perform all work under this right-of-entry including utility connections.
4. In the event the Ground Lease is not amended to exclude the improvements constructed hereunder and/or the land described in **Exhibit A** from the description of the leased property prior to the expiration of this right-of-entry, the parties agree that if any action of the City's employees or agents in the exercise of this right-of-entry results in damage to the real property of the Lessee, the City will, at its option, either repair such damage or make an appropriate settlement with Lessee. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The City's liability under this clause may not exceed appropriations available for such payment. The provisions of this clause are without prejudice to any rights the Lessee may have to make a claim under applicable laws for any other damages than provided herein. If any of the land described in **Exhibit A** is excluded from the description of the leased property in the Ground Lease, damages would be limited to the decrease in the fair market value of the Lessee's remainder caused by such damage.
5. Regions Bank, an Alabama banking corporation, not in its individual capacity, but solely as trustee under that certain Trust Indenture and Security Agreement, dated as of October 1, 2006, between Regions Bank and Lessee, has consented to the terms of this right-of-entry.

*[Signatures and Acknowledgements Begin on Next Page]*

THIS LICENSE is also executed by the Lessee in witness whereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

**REDSTONE COMMUNITIES LLC,**  
a Delaware limited liability company

By: Redstone Investments LLC, a Delaware limited liability  
company, Managing Member

By: Hunt ELP, Ltd., a Texas limited  
partnership, Member

By: HB GP, LLC, a Nevada limited  
liability company, Managing  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF EL PASO

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

*/Signatures and Acknowledgements Continue on Next Page/*

THIS LICENSE is approved as to form and substance and consented to by Regions Bank, an Alabama banking corporation, not in its individual capacity, but solely as Trustee under that certain Trust Indenture and Security Agreement, dated as of October 1, 2006. The Trustee executes this License in witness whereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

**REGIONS BANK**, as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## GOQ RIGHT OF ENTRY DESCRIPTION

All that certain lot, piece or parcel of land, belonging, lying, situated and being in the Gate 8 Area Community of Redstone Arsenal located in part of Sections 8 & 9, Township 4 South, Range 1 West, Madison County, Alabama, known and designated as Parcel-B, as shown on the survey entitled, "Plat of Family Housing Parcel-8 Redstone Arsenal, Alabama. Scale is 1" = 200', Dated; April 26, 2006, and being more particularly described as follows:

Commencing at a found 4" x 4" concrete monument, stamped; RSA 14 and with the following coordinates: X=416,328.67 Y=1,528,789.80, said RSA 14 being N 9°48'25" W for 5,821.98 feet from found Monument US 36 at the apparent Southeast corner of Section 16, Township 4 South, Range 1 West and go N 44°21'14" W for 4,968.72 feet to a set 2" aluminum cap stamped "B-01", the following courses and distances:

S 13°00'22" W a distance of 431.43 feet to a set 2" aluminum cap, the S 83°56'25" E a distance of 348.68 feet to a set 2" aluminum cap, thence S 76°36'33" E a distance of 415.37 feet to a set 2" aluminum cap, thence S 30°49'57" E a distance of 642.66 feet to a set 2" aluminum cap, thence S 30°52'00" E a distance of 417.09 feet to a set 2" aluminum cap, thence S 33°26'25" W a distance of 184.75 feet to a set 2" aluminum cap, thence N 89°54'40" W a distance of 156.92 feet to a set 2" aluminum cap on the East edge of Hughes Drive, thence S 16°05'05" W a distance of 127.97 feet to a set 2" aluminum cap on the West edge of Hughes Drive, thence S 79°01'46" W a distance of 732.70 feet to a set 2" aluminum cap, thence S 33°08'53" E a distance of 636.17 feet to a set 2" aluminum cap, thence S 10°53'05" E a distance of 550.45 feet to a set 2" aluminum cap on the North edge of Hughes Drive, thence along said drive as follows: S 45°45'21" W a distance of 15.62 feet to a point, thence S 49°35'53" W a distance of 69.51 feet to a point, thence S 53°51'14" W a distance of 42.10 feet to a point, thence S 55°48'23" W a distance of 29.05 feet to a point, thence S 57°30'05" W a distance of 89.35 feet to a point, thence S 57°50'11" W a distance of 151.07 feet to a point, thence S 57°54'49" W a distance of 64.80 feet to a set 2" aluminum cap at the back of curb on the West edge of Niblo Drive, thence N 17°00'29" W a distance of 235.61 feet to a set 2" aluminum cap, thence S 87°05'09" W a distance of 2371.17 feet to a set 2" aluminum cap, thence N 19°06'53" E a distance of 783.60 feet to a set 2" aluminum cap, thence N 41°09'06" E a distance of 657.26 feet to a set 2" aluminum cap, SAID CAP BEING THE POINT OF BEGINNING FOR TEMPORARY RIGHT OF ENTRY. thence N 55°40'15" W a distance of 296.32 feet to a set 2" aluminum cap, thence S 46°27'45" W a distance of 367.18 feet to a set 2" aluminum cap, thence N 60°25'46" W a distance of 322.67 feet to a set 2" aluminum cap, thence N 36°01'21" E a distance of 478.60 feet to a set 2" aluminum cap, thence N 72°11'41" E a distance of 213.90 feet to a set 2" aluminum cap, thence N 28°48'15" E a distance of 118.44 feet to a set 2" aluminum cap, thence S 89°56'24" E a distance of 177.27 feet to a set 2"

## Exhibit E

## QUITCLAIM DEED TO GOVERNMENT

**When recorded return to:**

**QUITCLAIM DEED FOR IMPROVEMENTS ONLY**

**STATE OF ALABAMA                     )**  
**) ss.**      **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF MADISON                 )**

**THIS QUITCLAIM DEED FOR IMPROVEMENTS ONLY** (this "**Deed**"), to be effective as of \_\_\_\_\_, 2013 (the "**Effective Date**"), is by and between the **CITY OF HUNTSVILLE, ALABAMA**, whose address is \_\_\_\_\_ (the "**Grantor**") and **THE UNITED STATES OF AMERICA**, acting by and through the Director of Real Estate, U.S. Army Engineer, Headquarters, pursuant to delegations of authority from the Secretary of the Army (the "**Grantee**") under and pursuant to the National Defense Authorization Act for FY 1996 (Public Law 104-106, 110 Stat. 186, Title XXVIII, Subtitle A, Military Housing Privatization Initiative, as amended, codified at 10 U.S.C. 2871-2885). The terms Grantor and Grantee, as and when used herein, mean and include each of their successors and assigns.

**WITNESSETH THAT:**

The Grantor, for the good and valuable consideration contained by and between the Grantor and the Grantee, effective as of the Effective Date (initially-capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Ground Lease), does hereby grant, transfer, set aside, and convey all buildings, structures, fixtures, systems and other improvements (the ***“Improvements”***), of whatever nature located on the property (the ***“Site”***) identified in **Exhibit A**, subject to all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

**THIS INSTRUMENT NEITHER GRANTS NOR CONVEYS ANY  
INTEREST IN THE LAND UNDERLYING THE IMPROVEMENTS**

## **1. Post Transfer Discovery of Contamination**

- If the Grantee believes a discovered Hazardous Substance is due to Grantor's activities, use or ownership of the Improvements, Grantee will immediately secure the site and notify the Grantor of the existence of the Hazardous Substances, and Grantee will not further disturb such Hazardous Substances without the written permission of the Grantor.
- Grantee, as consideration for the conveyance of the Improvements, agrees to release Grantor from any liability or responsibility for any claims arising solely out of the release of any Hazardous Substance or petroleum product on the Improvements occurring after the Effective Date, where such substance or product was placed on the Improvements by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.
- The Grantor shall not incur liability for additional response action or corrective action found to be necessary after the Effective Date in any case in which the person or entity to whom the Improvements are conveyed, or other non-Grantor entities, is identified as the party responsible for contamination of the Improvements.

## **2. Environmental Protection Provisions**

- The Environmental Protection Provisions are at **Exhibit B**, which is attached hereto and made a part hereof.

## **3. Non-Discrimination Covenant**

The Grantee covenants that it shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the Improvements, or in their employment practices conducted thereon. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Improvements hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

## **4. No Waiver**

The failure of the Grantor to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, with respect to such future performance, shall continue in full force and effect.

Exhibits:

|                  |                                     |
|------------------|-------------------------------------|
| <u>Exhibit A</u> | Legal Description of Real Property  |
| <u>Exhibit B</u> | Environmental Protection Provisions |

**IN WITNESS WHEREOF**, the undersigned duly authorized agents of the parties hereto have duly executed this Deed to be effective as of the Effective Date.

\_\_\_\_\_  
Mayor  
City of Huntsville

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF ALABAMA  
COUNTY OF MADISON**

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:



GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, effective as of the Effective Date.

**UNITED STATES OF AMERICA,**  
by the Secretary of the Army

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## GOQ RIGHT OF ENTRY DESCRIPTION

All that certain lot, piece or parcel of land, belonging, lying, situated and being in the Gate 8 Area Community of Redstone Arsenal located in part of Sections 8 & 9, Township 4 South, Range 1 West, Madison County, Alabama, known and designated as Parcel-B, as shown on the survey entitled, "Plat of Family Housing Parcel-8 Redstone Arsenal, Alabaman. Scale is 1" = 200', Dated; April 26, 2006, and being more particularly described as follows:

Commencing at a found 4" x 4" concrete monument, stamped; RSA 14 and with the following coordinates: X=416,328.67 Y=1,528,789.80, said RSA 14 being N 9°48'25" W for 5,821.98 feet from found Monument U5 36 at the apparent Southeast corner of Section 16, Township 4 South, Range 1 West and go N 44°21'14" W for 4,968.72 feet to a set 2" aluminum cap stamped "B-01", the following courses and distances:

S 13°00'22" W a distance of 431.43 feet to a set 2" aluminum cap, the S 83°56'25" E a distance of 348.68 set to a set 2" aluminum cap, thence S 76°36'33" E a distance of 415.37 feet to a set 2" aluminum cap, thence S 30°49'57" E a distance of 642.66 feet to a set 2" aluminum cap, thence S 30°52'00" E a distance of 417.09 feet to a set 2" aluminum cap, thence S 33°26'25" W a distance of 184.75 feet to a set 2" aluminum cap, thence N 89°S4'40" W a distance of 156.92 feet to a set 2" aluminum cap on the East edge of Hughes Drive, thence S 16°05'05" W a distance of 127.97 feet to a set 2" aluminum cap on the West edge of Hughes Drive, thence S 79°01'46" W a distance of 732.70 feet to a set 2" aluminum cap, thence S 33°08'53" E a distance of 636.17 feet to a set 2' aluminum cap, thence S 10°53'05" E a distance of 550.45 feet to a set 2" aluminum cap on the North edge of Hughes Drive, thence along said drive as follows: S 45°45'21" W a distance of 15.62 feet to a point, thence S 49°35'53" W a distance of 69.51 feet to a point, thence S 53°51'14" W a distance of 42.10 feet to a point, thence S 55°48'23" W a distance of 29.05 feet to a point, thence S 57°30'05" W a distance of 89.35 feet to a point, thence S 57°50'11" W a distance of 151.07 feet to a point, thence S 57°54'49" W a distance of 64.80 feet to a set 2" aluminum cap at the back of curb on the West edge of Niblo Drive, thence N 17°00'29" W a distance of 235.61 feet to a set 2" aluminum cap, thence S 87°05'09" W a distance of 2371.17 feet to a set 2" aluminum cap, thence N 19°06'53" E a distance of 783.60 feet to a set 2" aluminum cap, thence N 41°09'06" E a distance of 657.26 feet to a set 2" aluminum cap, SAID CAP BEING THE POINT OF BEGINNING FOR TEMPORARY RIGHT OF ENTRY. thence N 55°40'15" W a distance of 296.32 feet to a set 2" aluminum cap, thence S 46°27'45" W a distance of 367.18 feet to a set 2" aluminum cap, thence N 60°25'46" W a distance of 322.67 feet to a set 2" aluminum cap, thence N 36°01'21"E a distance of 478.60 feet to a set 2" aluminum cap, thence N 72°11'41" E a distance of 213.90 feet to a set 2" aluminum cap, thence N 28°48'15" E a distance of 118.44 feet to a set 2"aluminum cap, thence S 89°56'24" E a distance of 177.27 feet to a set 2"

aluminum cap on the West edge of Wadsworth Drive, thence S  $4^{\circ}13'46''$  E a distance of 163.27 feet to a set 2" aluminum cap, thence N  $86^{\circ}36'12''$  E a distance of 216.70 feet to a set 2" aluminum cap, THENCE S  $6^{\circ}26'59''$  E A DISTANCE OF 267.94 FEET TO A POINT, THENCE S  $41^{\circ}9'6''$  W A DISTANCE OF 283.24 FEET AND BACK TO THE POINT OF BEGINNING.  
The above described parcel contains 8.96 acres (390,134.1 sq. ft.)



**DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, UNITED STATES ARMY GARRISON, REDSTONE  
4488 MARTIN ROAD  
REDSTONE ARSENAL, ALABAMA 35898-5000**

REPLY TO  
ATTENTION OF

**IMRE-PWH**

**MEMORANDUM FOR Deputy Assistant Secretary of the Army, Capital Ventures  
Directorate, (Ms. Peggy Mahoney/IH&P), 110 Army Pentagon, Pentagon Room 3E475,  
Washington, DC 20310**

**SUBJECT: Record of Environmental Consideration (REC)**

1. The REC report, "Construction of Two General Officer's Quarters", (encl 1) has been reviewed and approved by the US Army Garrison - Redstone, Directorate of Public Works, Environmental Management Division and Redstone's Directorate of Public Works, Engineering Division.
2. I have no knowledge of any environmental conditions outside that addressed in either of these documents that would impact the desired action or the conclusions of the subject REC. It is the decision that the approved Final Assessment for the Residential Communities Initiative at Redstone Arsenal, Alabama (encl 2) as of Dec 2005 supports the planned improvements and property conditions for this project.
3. My points of contact for this action are Mr. Terry Hazle, Environmental Management Division, Directorate of Public Works, 256-842-6948, email [terry.w.hazle.civ@mail.mil](mailto:terry.w.hazle.civ@mail.mil) or Mr. Kenneth Carter, Housing Division, Directorate of Public Works, 256-876-1445, email [kennith.e.carter.civ@mail.mil](mailto:kennith.e.carter.civ@mail.mil).

**2 Encls**

**JOHN S. HAMILTON  
COL, LG  
Garrison Commander**

Record of Environmental Consideration (Continued)

Control Number: 1043-13

Department of the Army  
United States Army Garrison  
Redstone Arsenal, AL 35898-5000  
**RECORD OF ENVIRONMENTAL CONSIDERATION**  
**Control Number: 1043-13 AMENDMENT**

Job Order Request Number: 2012318-1

1. Title: Construction of two General Officer's Quarters (GOQs)
2. Description of Proposed Action:

***Original Proposed Action:***

The City of Huntsville, AL will construct two General Officer's Quarters. One will be located on Wadsworth Drive, the other located at the intersection of Ripley Drive and Wadsworth Drive. The total anticipated area of disturbance is two acres. Construction activities are those associated with typical residential construction. Both construction sites have had residential structures that have been removed. Typical excavation depths associated with utility connections apply (12 to 48 inches). The General Officer's Quarters to be constructed at the intersection of Ripley and Wadsworth Drives may have a basement constructed as part of the project. See Appendix B for site maps as well as a copy of the Job Order Request.

This project has been reviewed in part in Record of Environmental Consideration number 1287-12, which is included in Appendix D for reference. The current project is to evaluate the 2 houses, not the utility work also included in 1287-12.

***Amended Proposed Action:***

The location of the second house – north of Ripley Drive and west of Wadsworth Drive – has been moved south by one lot. This new location will increase the total area of ground disturbance by 6116 square feet. An updated site map is included in Appendix C.

3. Anticipated date of Proposed Action: January 2013
4. It has been determined that this action:
  - a. is supported by the existing Environmental Assessment: \_\_\_\_; Environmental Impact Statement: \_\_\_\_; Title and date of document:
  - b. Proposed Action is exempt from the requirements of the National Environmental Policy Act: Yes \_\_\_\_ No X
  - c. Similarity to actions previously examined and found to meet the criteria for using a Record of Environmental Consideration: This action is similar to actions previously examined and found to meet the criteria for using a Record of Environmental Consideration.

Record of Environmental Consideration (Continued)

Control Number: 1043-13

5. Coordination with other agencies (List agencies if any):

Directorate of Public Works

Environmental Management Division

City of Huntsville

6. Environmental impact/impacts of Proposed Action: see Appendix A.

7. Site location map (8 1/2" BY 11") of the proposed project: see Appendix B.

8. Conclusion: This action has been evaluated in accordance with **Part II 32 Code of Federal Regulation 651 Section 651.29**. It has been determined that this action does not individually or cumulatively have a significant effect on the human environment. No extraordinary circumstances exist as defined in **Section 651.29 Paragraph (b)(1) through (14)**. There will be no environmentally controversial changes to existing environmental conditions. There are no circumstances which would require an Environmental Assessment or an Environmental Impact Statement under the National Environmental Policy Act. This action qualifies as (a) Categorical Exclusion(s) found in **Appendix B to Part 651 Section II \_\_\_\_ (c)(1) \_\_\_\_** per Part II 32 Code of Federal Regulation Part 651, and meets the screening criteria in **Section 651.29 (a) through (e)**.

9. Categorical Exclusion(s):

**(c) Construction and demolition:**

(1) Construction of an addition to an existing structure or new construction on a previously undisturbed site if the area to be disturbed has no more than 5.0 cumulative acres of new surface disturbance. This does not include construction of facilities for the transportation, distribution, use, storage, treatment, and disposal of solid waste, medical waste, and hazardous waste (REC required).

10. How this Record of Environmental Consideration meets the Screening Criteria:

The action is not segmented. There are no extraordinary circumstances. One (or more) Categorical Exclusion(s) encompasses the proposed action.

11. This document and compliance with the National Environmental Policy Act **does not** relieve the proponent of compliance with applicable Federal and State Laws and Regulations.

**12. Mitigation:** The Record of Environmental Consideration for "Construction of two General Officer's Quarters (GOQs) - AMENDMENT" has been reviewed and released by the Environmental Management Division, contingent on the implementation of the noted mitigation controls. Any changes to the scope of work must be reviewed by the Environmental Management Division prior to the start of construction. The Environmental Management Division may inspect the project to ensure that these mitigation measures are adhered to. Contact Valerie Mason (256-876-1899) for any questions concerning this Record of Environmental Consideration.

- a. Required tree removal on this project will not be of merchantable quality or quality for a commercial timber sale. Vegetative removal will be the responsibility of the contractor and should be completely removed from the site and disposed of properly. Contact installation forester for any questions or concerns (313-3258).
- b. The new waterlines must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new waterlines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting the new waterline into service.
- c. The contractor is required to obtain a National Pollutant Discharge Elimination System (NPDES) construction general permit, since the total impacted areas of this project is more than an acre. The contractor is required to follow a Construction Best Management Practices Plan (CBMPP) for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after construction. The Construction Best Management Practices Plan shall be prepared and certified by a Qualified Credentialed Professional (QCP). A Qualified Credentialed Professional or Qualified Credentialed Inspector (QCI) must conduct regular inspections of regulated construction activities to ensure effective erosion and sediment controls are being maintained. In certain circumstances, the Qualified Credentialed Inspector or Qualified Credentialed Professional must also monitor construction site discharges for turbidity.

The Alabama Handbook for Erosion and Sediment Control published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at: [http://swcc.alabama.gov/pages/erosion\\_control.aspx](http://swcc.alabama.gov/pages/erosion_control.aspx). Best Management Practices are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.

Multiple Best Management Practices (BMPs) may need to be implemented to provide adequate erosion and sediment control protection. Best Management Practices are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution. So, please ensure the following Best Management Practices are implemented:

**Record of Environmental Consideration (Continued)**  
**Control Number: 1043-13**

**Best Management Practices include, but are not limited to silt fences, wattles, hay bales, vegetated buffer strips, storm drain inlet and culvert protection, check dams, etc, and should also include project activities that are designed to preserve existing vegetation wherever feasible, and stabilizing disturbed areas as soon as possible after grading or disturbance. All disturbed areas shall be stabilized with appropriate vegetation prior to project completion. Temporary Best Management Practices (such as those listed above) shall be removed and properly discarded upon completion of the project.**

**Runoff from the project site should be free of excessive sediments and other constituents during demolition since activities are constantly changing site conditions. The Construction Best Management Practices Plan must be retained onsite and be available for review by Alabama Department of Environmental Management (ADEM) or US Army Garrison - Redstone Installation Compliance staff upon request.**

**Soil stabilization practices shall be designed to preserve existing vegetation where feasible and to re-vegetate open areas as soon as feasible after grading. These control practices shall include temporary seeding, permanent seeding, mulching or other soil stabilization practices in order to prevent erosion or sediment runoff from happening.**

**Trash disposal must be properly handled throughout the operation in accordance with all applicable laws. Fuel, lubricants and other toxic chemicals must never be drained into the soil. Food and drink containers, discarded equipment parts, and used fluids must be properly removed and disposed of.**

**Furthermore, ensure the impacted site is free of debris and the discarded materials are taken to Redstone Construction and Demolition landfill for proper disposal, unless otherwise specified in this REC.**

**To apply for a NPDES construction general permit, the contractor shall complete the followings:**

- 1. Complete Alabama Department of Environmental Management form CSW-CGP-NOI and signed by a Qualified Credentialed Professional (QCP). The permit form can be filed electronically at <https://app.adem.alabama.gov/eNOI>**
- 2. Provide a topographic map for the designated site, including Construction Best Management Practices Plan and other attachments if required.**
- 3. Provide \$ 770.00 for an application fee.**
- 4. Mail to: Alabama Department of Environmental Management Water Division, 1400 Coliseum Boulevard, Montgomery, Alabama 36110-2059 or P.O. Box: 301463, Montgomery, Alabama 36130-1463.**

**You may Contact Mr. Dale Mapp, 334-394-4399, of ADEM, or, Ms. Katie Smith, 334-271-7850, of ADEM –Montgomery if you have any questions on NPDES construction permitting process. Or, you may fax the form to 334-394-4326, to the ADEM Montgomery office. The permitting forms can be viewed or downloaded at <http://adem.alabama.gov/programs/water/constructionstormwater.cnt>**



**Record of Environmental Consideration (Continued)**

**Control Number: 1043-13**

And, the construction storm water- Fee schedule D can be viewed at  
<http://adem.alabama.gov/programs/water/waterforms/feeschedule-D.pdf>


Once the contractor obtains the construction permit, the contractor shall provide the following documents: A copy of the previously submitted document(s) to ADEM--- Notice of Intent (NOI), Topographic map for the designated site, Best Management Practices Plan and a Comprehensive Spill Prevention Control & Countermeasures as part of the Construction Best Management Practices Plan. Also, include a copy of the Notice of Intent Received (The construction general permit) with your package.

Please forward a copy of the requested information to Ramzi Makkouk of the Environmental Office Compliance Branch: US Army Garrison, Environmental Management Division (IMRE-PWE, Ramzi Makkouk), Building 4488 Martin Road.

- d. The contractor must complete the material certification and delivery ticket forms when hauling debris to the Redstone landfill. The point of contact is Mr. Marcelino M. Subido, Qualified Recycling and Solid Waste Program Manager, (256) 876-9675.
- e. If groundwater seeps into an excavation, immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.

The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. Redstone Arsenal's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / Department of Public Works through the Department of Public Works Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch.

**I have read the required mitigation presented in this Record of Environmental Consideration and understand the requirements. I will ensure that these mitigations are provided to the appropriate parties for inclusion into associated contractual documentation.**

  
Signature

Brendan Bennick  
Printed Name

12/18/12  
Date

\_\_\_\_\_  
Title

Record of Environmental Consideration (Continued)  
Control Number: 1043-13

Proponent:

Brendan Bennick  
(Signature)

Date: 12/18/12

General Engineer  
(Title)

IMRE-PWM-M  
(Office Symbol)

Brendan Bennick  
Prepared by:

Date: \_\_\_\_\_

Concurrences:

Redstone Arsenal Environmental Office Review

Allison Williams  
ALLISON N. GUILLIAMS,  
National Environmental Policy Act Coordinator

Date: 12/10/12

Daniel J. Dunn  
DANIEL J. DUNN, Chief  
Cultural/Natural Resources Branch

Date: 12/10/12

Terry De La Paz  
TERRY DE LA PAZ, Chief  
Installation Restoration Branch

Date: 12/10/12

Mike Stierwalt  
MIKE STIERWALT, Chief  
Installation Compliance Branch

Date: 12/10/12

Approved by:

Terry W. Hazle  
TERRY W. HAZLE  
Chief, Environmental Management Division  
Directorate of Public Works  
IMRE-PWE

Date: 12/18/2012

## Appendix A

### Environmental Quality Considerations Checklist

1. Does proposal conform to Installation Master Plan? There is no current Master Plan.
2. Would the proposed project alter Land Use on the Installation? Yes \_\_\_ No X
3. Describe project activities that could possibly affect environmental resources on the Installation, including archaeological and/or cultural resources and the qualities of air, land, and water (i.e. clearing, digging, or leveling). These actions must be coordinated with the Redstone Arsenal Environmental Office.  
  
**Description: Excavation of previously disturbed land.**
4. Prior use and condition of the property and/or equipment involved: **Property has contained residential structures. These structures have been removed.**
5. Proposed use of the property, equipment, and/or completed project: **Proposed use of the property will be for residential structures.**
6. Areas of potential Environmental Impact during implementation of project (i.e., construction phase, equipment placement/replacement phase, etc.) of proposed action. 1=improvement, 2=no change, 3=minor adverse impact, 4=moderate adverse impact, 5=major adverse impact:

- |                                                                      |                  |
|----------------------------------------------------------------------|------------------|
| a. Potential to cause air pollution.                                 | 1 2 <u>3</u> 4 5 |
| b. Potential to cause water pollution.                               | 1 2 <u>3</u> 4 5 |
| c. Potential to impact on the quality or quantity of groundwater.    | 1 <u>2</u> 3 4 5 |
| d. Potential to affect wetlands, floodplain, wild and scenic rivers. | 1 <u>2</u> 3 4 5 |
| e. Potential for discharge or release of hazardous substance.        | 1 <u>2</u> 3 4 5 |
| f. Potential to cause soil contamination.                            | 1 <u>2</u> 3 4 5 |
| g. Potential to violate a safety, public health, or noise standard.  | 1 <u>2</u> 3 4 5 |
| h. Potential to impact on protected species or their habitat.        | 1 <u>2</u> 3 4 5 |

**Record of Environmental Consideration (Continued)**

**Control Number: 1043-13**

- |                                                                                                                   |                       |
|-------------------------------------------------------------------------------------------------------------------|-----------------------|
| i. Potential to affect cultural resources that are either on or eligible for the National Register, or unstudied. | 1 <u>2</u> 3 4 5      |
| j. Potential effects upon labor force.                                                                            | 1 <u>2</u> 3 4 5      |
| k. Potential to impact upon recreational areas and/or prime farmland.                                             | 1 <u>2</u> 3 4 5      |
| l. Potential to affect energy demand.                                                                             | 1 <u>2</u> 3 4 5      |
| m. Potential environmental controversy involved with project:                                                     |                       |
| (1) Local                                                                                                         | Yes __ No <u>X</u> __ |
| (2) National                                                                                                      | Yes __ No <u>X</u> __ |
| n. Potential to violate Federal, State, or local law/regulation designed to control air pollution.                | Yes __ No <u>X</u> __ |
| o. Potential to violate Federal, State or local law/regulation designed to control water pollution.               | Yes __ No <u>X</u> __ |
| p. Potential involvement with contaminated areas and/or material.                                                 | Yes __ No <u>X</u> __ |

**7. Areas of potential Environmental Impact during operation phase of proposed action.**

1=improvement, 2=no change, 3=minor adverse impact, 4=moderate adverse impact, 5=major adverse impact:

- |                                                                                                                   |                  |
|-------------------------------------------------------------------------------------------------------------------|------------------|
| a. Potential to cause air pollution.                                                                              | 1 <u>2</u> 3 4 5 |
| b. Potential to cause water pollution.                                                                            | 1 <u>2</u> 3 4 5 |
| c. Potential to impact on the quality or quantity of groundwater.                                                 | 1 <u>2</u> 3 4 5 |
| d. Potential to affect wetlands, floodplain, wild and scenic rivers.                                              | 1 <u>2</u> 3 4 5 |
| e. Potential for discharge or release of hazardous substance.                                                     | 1 <u>2</u> 3 4 5 |
| f. Potential to cause soil contamination.                                                                         | 1 <u>2</u> 3 4 5 |
| g. Potential to violate a safety, public health, or noise standard.                                               | 1 <u>2</u> 3 4 5 |
| h. Potential to impact on protected species or their habitat.                                                     | 1 <u>2</u> 3 4 5 |
| i. Potential to affect cultural resources that are either on or eligible for the National Register, or unstudied. | 1 <u>2</u> 3 4 5 |

**Record of Environmental Consideration (Continued)**

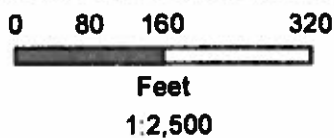
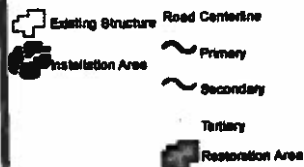
**Control Number: 1043-13**

- j. Potential effects upon labor force. 1 2 3 4 5
- k. Potential to impact upon recreational areas and/or prime farmland. 1 2 3 4 5
- l. Potential to affect energy demand. 1 2 3 4 5
- m. Potential environmental controversy involved with project:
- (1) Local Yes \_\_ No X
- (2) National Yes \_\_ No X
- n. Potential to violate Federal, State, or local law/regulation designed to control air pollution. Yes \_\_ No X
- o. Potential to violate Federal, State or local law/regulation designed to control water pollution. Yes \_\_ No X
- p. Potential involvement with contaminated areas and/or material. Yes \_\_ No X

**Record of Environmental Consideration (Continued)**  
**Control Number: 1043-13**

**Appendix B**

**Site Maps**  
**Job Order Request**

[illegible]

Symposium of Public Health - Environmental  
 and Safety Council - Conference  
 Conference on the Environment, 1970





## Environmental INFORMATION

TRACKING NUMBER: 2012318 - 1

CUSTOMER ID: US Army Garrison - Business Ofc DATE SUBMITTED: 11/13/2012 COST CTR: 2W0200

FACILITY/BLDG #: NON-BLDG INFO: FAMILY HOUSING AREA

UIC: NONE UIC EXT: NONE

POC: Brendan Bennick

PHONE: 842-3289

EMAIL: [brendan.c.bennick.civ@mail.mil](mailto:brendan.c.bennick.civ@mail.mil)

REQUESTOR: Joey Skinner(USAG-Business Ofc) PHONE: 876-1793

EMAIL: [joey.skinner@us.army.mil](mailto:joey.skinner@us.army.mil)

SHORT DESC: Perform NEPA review for construction of two General Officer's Quarters (GOQs).

DETAIL DESC: The City of Huntsville, AL will construct two GOQs. One located on Wadsworth Drive, the other located at the intersection of Ripley Drive and Wadsworth Drive (please see the attached map). Please perform the appropriate NEPA review and prepare the appropriate documentation for this project.

JUSTIFICATION: This project will entail ground disturbance. NEPA review/documentation is required for all construction activities of this type.

JON:

TYPE FUNDS: NONE

AMS CODE: TBD

FY DES:

YEAR RANK:

SYSTEM RANK:

MOA: MPA

ISR RATING: None

TYPE SYSTEM: None

| <u>ROUTING DEPT</u> | <u>ACTION</u>       | <u>STATUS</u>   | <u>EST/ FUNDED AMT</u> | <u>ACTUAL COST</u> | <u>RECEIVED DATE</u><br>(8/25/2004) | <u>SCHEDULE RELEASE DATE</u><br>(8/25/2004) | <u>RELEASED TO</u> | <u>RELEASED DATE</u><br>(8/25/2004) |
|---------------------|---------------------|-----------------|------------------------|--------------------|-------------------------------------|---------------------------------------------|--------------------|-------------------------------------|
| 1                   | ENV EV              | INPRG           |                        |                    | 11-14-2012                          |                                             | NONE               |                                     |
| <u>REVIEW DATE</u>  | <u>REQUIREMENT</u>  | <u>REQUIRED</u> | <u>STATUS</u>          |                    | <u>STATUS DATE</u>                  | <u>JOURNAL NOTES</u>                        | <u>ATTACHMENTS</u> |                                     |
|                     | HAZARD ANALYSIS     | NONE            | NONE                   |                    |                                     | NONE                                        | NONE               |                                     |
|                     | REC                 | NONE            | NONE                   |                    |                                     | NONE                                        | NONE               |                                     |
|                     | EA                  | NONE            | NONE                   |                    |                                     | NONE                                        | NONE               |                                     |
|                     | SHIPO               | NONE            | NONE                   |                    |                                     | NONE                                        | NONE               |                                     |
|                     | CONSTRUCTION PERMIT | NONE            | NONE                   |                    |                                     | NONE                                        | NONE               |                                     |
|                     | AIR PERMIT          | NONE            | NONE                   |                    |                                     | NONE                                        | NONE               |                                     |
|                     | AGENCY COORDINATION | NONE            | NONE                   |                    |                                     | NONE                                        | NONE               |                                     |

ASSIGNED TO:

ASSIGNED DATE: (8/25/2004)

COMPLETED DATE: (8/25/2004) ADD NEW ASSIGNEE:

**Record of Environmental Consideration (Continued)**  
**Control Number: 1043-13**

**Appendix C**  
**Amended Site Map**

UNDERGROUND ELECTRICAL

SANITARY SEWER

DISTURBANCE = 19,380

WATER

GAS

TOTAL DISTURBANCE = 93,503 SF

UNDERGROUND ELECTRICAL

WATER

SANITARY SEWER

DISTURBANCE

CONTRACTOR  
LAYDOWN  
YARD

GAS

GOO CONSTRUCTION DISTURBED

**Record of Environmental Consideration (Continued)**  
**Control Number: 1043-13**

**Appendix D**

**Record of Environmental Consideration 1287-12**

**Department of the Army  
United States Army Garrison  
Redstone Arsenal, AL 35898-5000  
RECORD OF ENVIRONMENTAL CONSIDERATION  
Control Number: 1287-12**

**Job Order Request Number: 2012194-4**

**1. Title: Four-Star General Officer's Quarters Construction and Utility Upgrades**

**2. Description of Proposed Action:**

This project proposes the construction of a new house for the incoming Army Materiel Command (AMC) Four-Star General. The new house will be located on the northern end of Ripley Drive, west of Skinner Drive and south of the southern terminus of Wadsworth Drive.

Project activities include:

- removal of existing utilities that are no longer utilized
- upgrades/replacement of existing, deteriorated utilities that currently provide service to this home site
- installation of new utilities, which will provide improved service to the new house
- construction of the new house, to include a basement;
- construction of driveway/parking area adjacent to the house and sidewalks along Ripley Drive and Wadsworth Drive, to the north
- site grading
- culvert installation
- fence installation

Excavation/disturbance for project activities such as basement construction, power pole installation, and installation of certain utilities, such as sanitary sewer and communication lines could potentially be approximately 12 to 15 feet deep, in accordance with engineering and/or construction codes/requirements. Total disturbance will not exceed 3.5 acres. See Appendix B for project location and details as well as a copy of the Job Order Request.

**3. Anticipated date of Proposed Action: September 2012**

**4. It has been determined that this action:**

a. is supported by the existing Environmental Assessment: \_\_\_\_; Environmental Impact Statement: \_\_\_\_; Title and date of document:

b. Proposed Action is exempt from the requirements of the National Environmental Policy Act: Yes \_\_\_\_ No X

c. Similarity to actions previously examined and found to meet the criteria for using a Record of Environmental Consideration: This action is similar to actions previously examined and found to meet the criteria for using a Record of Environmental Consideration.

**5. Coordination with other agencies (List agencies if any):**

Record of Environmental Consideration (Continued)

Control Number: 1287-12

Directorate of Public Works; Environmental Management Division

6. Environmental impact/impacts of Proposed Action: see Appendix A.
7. Site location map (8 1/2" BY 11") of the proposed project: see Appendix B.
8. Conclusion: This action has been evaluated in accordance with **Part II 32 Code of Federal Regulation 651 Section 651.29**. It has been determined that this action does not individually or cumulatively have a significant effect on the human environment. No extraordinary circumstances exist as defined in **Section 651.29 Paragraph (b)(1) through (14)**. There will be no environmentally controversial changes to existing environmental conditions. There are no circumstances which would require an Environmental Assessment or an Environmental Impact Statement under the National Environmental Policy Act. This action qualifies as (a) Categorical Exclusion(s) found in **Appendix B to Part 651 Section II (c)(1)** per Part II 32 Code of Federal Regulation Part 651, and meets the screening criteria in **Section 651.29 (a) through (e)**.
9. Categorical Exclusion(s):  
**(c) Construction and demolition:**  
**(1)** Construction of an addition to an existing structure or new construction on a previously undisturbed site if the area to be disturbed has no more than 5.0 cumulative acres of new surface disturbance. This does not include construction of facilities for the transportation, distribution, use, storage, treatment, and disposal of solid waste, medical waste, and hazardous waste (REC required).
10. How this Record of Environmental Consideration meets the Screening Criteria:  
The action is not segmented. There are no extraordinary circumstances. One (or more) Categorical Exclusion(s) encompasses the proposed action.
11. This document and compliance with the National Environmental Policy Act does not relieve the proponent of compliance with applicable Federal and State Laws and Regulations.

**Record of Environmental Consideration (Continued)**

**Control Number: 1287-12**

**12. Mitigation:** The Record of Environmental Consideration for "Four Star General Officer's Quarters Construction and Utility Upgrades" has been reviewed and released by the Environmental Management Division, contingent on the implementation of the noted mitigation controls. Any changes to the scope of work must be reviewed by the Environmental Management Division prior to the start of construction. The Environmental Management Division may inspect the project to ensure that these mitigation measures are adhered to. Contact Valerie Morton (256-876-1899) for any questions concerning this Record of Environmental Consideration.

- a. New waterlines must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new waterlines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting the new waterline into service.
- b. Because the total impacted area of this project exceeds one acre, the contractor is required to obtain a National Pollutant Discharge Elimination System (NPDES) construction general permit. The contractor is required to follow a Construction Best Management Practices Plan (CBMPP) for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after construction. The Construction Best Management Practices Plan shall be prepared and certified by a Qualified Credentialed Professional (QCP). A Qualified Credentialed Professional or Qualified Credentialed Inspector (QCI) must conduct regular inspections of regulated construction activities to ensure effective erosion and sediment controls are being maintained. In certain circumstances, the Qualified Credentialed Inspector or Qualified Credentialed Professional must also monitor construction site discharges for turbidity.

The Alabama Handbook for Erosion and Sediment Control published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at: [http://swcc.alabama.gov/pages/erosion\\_control.aspx](http://swcc.alabama.gov/pages/erosion_control.aspx). BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.

The Construction Best Management Practices Plan must be retained onsite and be available for review by Alabama Department of Environmental Management (ADEM) or US Army Garrison - Redstone Installation Compliance staff upon request.

Once the contractor obtains the construction permit, copies of the following documents must be submitted to the Environmental Management Division: Notice of Intent (NOI), topographic map for the designated site, Best Management Practices Plan and a Comprehensive Spill Prevention Control & Countermeasures as part of the CBMPP. These documents should be forwarded to Ramzi Makkouk, Installation Compliance Branch (256-955-8501).

**Record of Environmental Consideration (Continued)**

**Control Number: 1287-12**

- c. The digging away materials, if any, are to be taken to Redstone Construction & Demolition landfill for proper disposal, unless otherwise specified in this Record of Environmental Consideration. Contact Marc Subido at (256) 876-9675 to obtain the required delivery ticket and material certification forms for landfill use.
- d. If groundwater seeps into an excavation immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.

The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. Redstone Arsenal's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / Directorate of Public Works through the Directorate of Public Works Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch.

- e. The project area is directly adjacent to recently planted pine trees. This area has been taken out of the grounds maintenance contract and will be heavily vegetated within the next two years. This will increase the opportunity for interaction with possible nuisance wildlife in the future. Contact the installation forester for any questions or concerns (Greg Hicks, 256-313-3258).

**I have read the required mitigation presented in this Record of Environmental Consideration and understand the requirements. I will ensure that these mitigations are provided to the appropriate parties for inclusion into associated contractual documentation.**

  
Signature

William L. Riddle  
Printed Name

9/5/2012  
Date

General Engineer  
Title



Record of Environmental Consideration (Continued)

Control Number: 1287-12

Proponent:

Jerry D. Henion  
(Signature)

Date: 8/17/12

Engineering, Division Chief  
(Title)

IMSE-RED-PWF  
(Office Symbol)

Renee Dallimore  
Prepared by:

Date: August 17, '12

Concurrences:

Redstone Arsenal Environmental Office Review

Allison Williams  
ALLISON N. GUILLIAMS,  
National Environmental Policy Act Coordinator

Date: 8/27/12

Daniel J. Dunn  
DANIEL J. DUNN, Chief  
Cultural/Natural Resources Branch

Date: 8/28/12

Terry De La Paz  
TERRY DE LA PAZ, Chief  
Installation Restoration Branch

Date: 8/29/12

Mike Stierwalt  
MIKE STIERWALT, Chief  
Installation Compliance Branch

Date: 8/29/12

Approved by:

Terry W. Nazle  
TERRY W. NAZLE  
Chief, Environmental Management Division  
Directorate of Public Works  
IMSE-RED-PWE

Date: 9/5/2012

## Appendix A

### Environmental Quality Considerations Checklist

1. Does proposal conform to Installation Master Plan? There is no current Master Plan.
2. Would the proposed project alter Land Use on the Installation? Yes \_\_\_ No X
3. Describe project activities that could possibly affect environmental resources on the Installation, including archaeological and/or cultural resources and the qualities of air, land, and water (i.e. clearing, digging, or leveling). These actions must be coordinated with the Redstone Arsenal Environmental Office.  
**Description:** Excavation and site work for utility infrastructure improvements and construction of new house.
4. Prior use and condition of the property and/or equipment involved: Single-family houses previously existed in this location; the property is currently vacant/open space, but used for utility service; existing R/W; existing utilities.
5. Proposed use of the property, equipment, and/or completed project: The property will be utilized to construct a new house for the AMC 4-Star General; new utilities will be installed within the home site to provide adequate and upgraded utility services to the house; existing R/W including installation (of new) and removal/replacement (of existing) utilities; vacant/open space.
6. Areas of potential Environmental Impact during implementation of project (i.e., construction phase, equipment placement/replacement phase, etc.) of proposed action. 1=improvement, 2=no change, 3=minor adverse impact, 4=moderate adverse impact, 5=major adverse impact:
  - a. Potential to cause air pollution. 1 2 3 4 5
  - b. Potential to cause water pollution. 1 2 3 4 5
  - c. Potential to impact on the quality or quantity of groundwater. 1 2 3 4 5
  - d. Potential to affect wetlands, floodplain, wild and scenic rivers. 1 2 3 4 5
  - e. Potential for discharge or release of hazardous substance. 1 2 3 4 5
  - f. Potential to cause soil contamination. 1 2 3 4 5
  - g. Potential to violate a safety, public health, or noise standard. 1 2 3 4 5
  - h. Potential to impact on protected species or their habitat. 1 2 3 4 5

**Record of Environmental Consideration (Continued)**

**Control Number: 1287-12**

- i. Potential to affect cultural resources that are either on or eligible for the National Register, or unstudied. 1 2 3 4 5
- j. Potential effects upon labor force. 1 2 3 4 5
- k. Potential to impact upon recreational areas and/or prime farmland. 1 2 3 4 5
- l. Potential to affect energy demand. 1 2 3 4 5
- m. Potential environmental controversy involved with project:
- (1) Local Yes    No X
- (2) National Yes    No X
- n. Potential to violate Federal, State, or local law/regulation designed to control air pollution. Yes    No X
- o. Potential to violate Federal, State or local law/regulation designed to control water pollution. Yes    No X
- p. Potential involvement with contaminated areas and/or material. Yes    No X

**7. Areas of potential Environmental Impact during operation phase of proposed action.**

1=improvement, 2=no change, 3=minor adverse impact, 4=moderate adverse impact, 5=major adverse impact:

- a. Potential to cause air pollution. 1 2 3 4 5
- b. Potential to cause water pollution. 1 2 3 4 5
- c. Potential to impact on the quality or quantity of groundwater. 1 2 3 4 5
- d. Potential to affect wetlands, floodplain, wild and scenic rivers. 1 2 3 4 5
- e. Potential for discharge or release of hazardous substance. 1 2 3 4 5
- f. Potential to cause soil contamination. 1 2 3 4 5
- g. Potential to violate a safety, public health, or noise standard. 1 2 3 4 5
- h. Potential to impact on protected species or their habitat. 1 2 3 4 5
- i. Potential to affect cultural resources that are either on or eligible for the National Register, or unstudied. 1 2 3 4 5
- j. Potential effects upon labor force. 1 2 3 4 5

**Record of Environmental Consideration (Continued)**

**Control Number: 1287-12**

k. Potential to impact upon recreational areas and/or prime farmland. 1 2 3 4 5

l. Potential to affect energy demand. 1 2 3 4 5

m. Potential environmental controversy involved with project:

(1) Local

Yes \_\_ No X

(2) National

Yes \_\_ No X

n. Potential to violate Federal, State, or local law/regulation designed to control air pollution.

Yes \_\_ No X

o. Potential to violate Federal, State or local law/regulation designed to control water pollution.

Yes \_\_ No X

p. Potential involvement with contaminated areas and/or material.

Yes \_\_ No X

**Record of Environmental Consideration (Continued)**  
**Control Number: 1287-12**

**Appendix B**

**Site Location Maps**  
**Job Order Request**

2012194-4\_Utility Upgrades & Construction of New House for AMC 4-Star Gen

**Appendix B**  
 2012194-4\_Utility Upgrades & Construction of New House for AMC 4-Star Gen

**Project Location**

The map displays a residential area with numerous lots and streets. A box labeled "Project Location" has an arrow pointing to a specific site. The site is located near the intersection of Mountain Drive and a road labeled "Wee Wee Circle". Other visible streets include Golf Course Road, Cedar Drive, and Mountain Drive. The map also shows various lot numbers and street names like "Golf Course Road", "Mountain Drive", "Cedar Drive", "Wee Wee Circle", "Barnet Street", "Lester Drive", "Hornet Drive", and "Wee Wee Circle". A large circular area is highlighted on the right side of the map, containing several lots and streets.

## Appendix B

2012194-4\_Utility Upgrades & Construction of New House for AMC 4-Star General - Ripley Dr



## Environmental INFORMATION

TRACKING NUMBER: 2012194 - 4

CUSTOMER ID: US Army Garrison, Dir of Public Works DATE SUBMITTED: 7/12/2012 COST CTR: 2L50

FACILITY/BLDG #:

NON-BLDG INFO: Ripley Drive

UIC: NONE

UIC EXT: NONE

POC: Brendan Bennick

PHONE: 842-3289

EMAIL: [brendan.c.bennick.civ@mail.mil](mailto:brendan.c.bennick.civ@mail.mil)

REQUESTOR: Joe Davis(Dir of Public Works)

PHONE: 876-3516

EMAIL: [joe.davis@us.army.mil](mailto:joe.davis@us.army.mil)

SHORT DESC: Utilities Infrastructure Upgrade on Ripley Drive

DETAIL DESC: Upgrade/modernize the electrical and sanitary sewer infrastructure on Ripley Drive.

JUSTIFICATION: The early 1960's vintage electrical and sanitary sewer systems on Ripley drive are aged and need to be replaced.

JON:

TYPE FUNDS: OMA

AMS CODE: TBD

FY DES:

YEAR RANK:

SYSTEM RANK:

MOA: CJC

ISR RATING: None

TYPE SYSTEM: None

| ROUTING | DEPT | ACTION | STATUS | EST/<br>FUNDED AMT | ACTUAL<br>COST | RECEIVED<br>DATE<br>(8/25/2004) | SCHEDULE<br>RELEASE<br>DATE<br>(8/25/2004) | RELEASED<br>TO | RELEASED<br>DATE<br>(8/25/2004) |
|---------|------|--------|--------|--------------------|----------------|---------------------------------|--------------------------------------------|----------------|---------------------------------|
| 1       | ENV  | EV     | NONE   |                    |                |                                 |                                            | NONE           |                                 |

| REVIEW<br>DATE | REQUIREMENT         | REQUIRED | STATUS | STATUS<br>DATE | JOURNAL<br>NOTES | ATTACHMENTS |
|----------------|---------------------|----------|--------|----------------|------------------|-------------|
|                | HAZARD ANALYSIS     | NONE     | NONE   |                | NONE             | NONE        |
|                | REC                 | NONE     | NONE   |                | NONE             | NONE        |
|                | EA                  | NONE     | NONE   |                | NONE             | NONE        |
|                | SHIPO               | NONE     | NONE   |                | NONE             | NONE        |
|                | CONSTRUCTION PERMIT | NONE     | NONE   |                | NONE             | NONE        |
|                | AIR PERMIT          | NONE     | NONE   |                | NONE             | NONE        |
|                | AGENCY COORDINATION | NONE     | NONE   |                | NONE             | NONE        |

ASSIGNED TO:

ASSIGNED DATE: (8/25/2004)

COMPLETED DATE: (8/25/2004) ADD NEW ASSIGNEE:



# Journal Notes

DPW Tracking No. 2012194-4

ENV No. 1287-12

| Date      | Notes No. | Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Reviewer:             | Branch: |
|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------|
| 17-Aug-12 | 1         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Hoksbergen, Ben       | CNR     |
| 17-Aug-12 | 2         | I have reviewed this project and have found no significant impacts to historic building resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Stamps, Katie         | CNR     |
| 17-Aug-12 | 3         | I have reviewed this project and have found no significant impact on the Drinking Water, Emergency Planning and Community Right-to-Know Act, and Clean Air programs. However, the new waterlines must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new waterlines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting the new waterline into service.                                                                                                                                                                             | Daniels, Gene         | ICP     |
| 17-Aug-12 | 4         | Contractor must complete the material certification and delivery ticket forms when hauling debris from this project to the Redstone landfill. The point of contact is Mr. Marcelino M. Subido, Qualified Recycling and Solid Waste Program Manager, (256) 876-9675.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Subido, Marc          | ICP     |
| 20-Aug-12 | 5         | Four Star General Officer's Quarters Construction and Utility Upgrades should have no significant impacts to wetlands, sensitive species, or other natural resources especially if standard construction BMPs are utilized.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Allen, Shannon        | CNR     |
| 20-Aug-12 | 6         | If groundwater seeps into an excavation immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.<br><br>The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. RSA's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / DPW through the DPW Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch. | Sheehy, James         | IRP     |
| 21-Aug-12 | 7         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Seaver, Dan           | ICP     |
| 21-Aug-12 | 8         | I have reviewed this project and have found no significant environmental impacts on hazardous waste compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Terry, Booker         | ICP     |
| 21-Aug-12 | 9         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Souza, John           | ICP     |
| 21-Aug-12 | 10        | The site was recently replanted with pine trees. There will likely be future problems with wildlife in the newly created habitat.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Pflueger, Justin      | CNR     |
| 23-Aug-12 | 11        | Proposed construction of GOQ and utility upgrades at Ripley Drive will not impact wetlands, wildlife or natural resources.<br><br>Out of curiosity, since the city of huntsville is paying for this, do they contract the folks to build it or do we? The answer to this does not impact my review, I'm just inquiring for general educational purposes...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Easterwood, Christine | CNR     |

# Journal Notes

DPW Tracking No. 2012194-4

ENV No. 1287-12

Date Notes No. Notes:

24-Aug-12

12

Project area is directly adjacent to recently planted pine trees. This area has been taken out of the grounds maintenance contract and will be heavily vegetated within the next two years. This will increase the opportunity for interaction with possible nuisance wildlife in the future. Contact installation forester for any questions or concerns (313-3258).

Reviewer:

Hicks, Gregory

Branch: CNR

# Journal Notes

DPW Tracking No. 2012194-4

ENV No. 1287-12

Date Notes No. Notes:

24-Aug-12

13

The contractor is required to obtain a National Pollutant Discharge Elimination System (NPDES) construction general permit, since the total impacted areas of this project is more than an acre. The contractor is required to follow a Construction Best Management Practices Plan (CBMPP) for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after construction. The CBMPP shall be prepared and certified by a Qualified Credentialed Professional (QCP). A QCP or Qualified Credentialed Inspector (QCI) must conduct regular inspections of regulated construction activities to ensure effective erosion and sediment controls are being maintained. In certain circumstances, the QCI or QCP must also monitor construction site discharges for turbidity.

The Alabama Handbook for Erosion and Sediment Control published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at: [http://swcc.alabama.gov/pages/erosion\\_control.aspx](http://swcc.alabama.gov/pages/erosion_control.aspx). BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.

Multiple Best Management Practices (BMPs) may need to be implemented to provide adequate erosion and sediment control protection. BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution. So, please ensure the following BMPs are implemented:

BMPs include, but are not limited to silt fences, wattles, hay bales, vegetated buffer strips, storm drain inlet and culvert protection, check dams, etc, and should also include project activities that are designed to preserve existing vegetation wherever feasible, and stabilizing disturbed areas as soon as possible after grading or disturbance. All disturbed areas shall be stabilized with appropriate vegetation prior to project completion. Temporary BMPs (such as those listed above) shall be removed and properly discarded upon completion of the project.

Runoff from the project site should be free of excessive sediments and other constituents during construction since activities are constantly changing site conditions. The CBMPP must be retained onsite and be available for review by Alabama Department of Environmental Management (ADEM) or US Army Garrison - Redstone Installation Compliance staff upon request.

Soil stabilization practices shall be designed to preserve existing vegetation where feasible and to revegetate open areas as soon as feasible after grading. These control practices shall include temporary seeding, permanent seeding, mulching or other soil stabilization practices in order to prevent erosion or sediment runoff from happening.

Trash disposal must be properly handled throughout the operation in accordance with all applicable laws. Fuel, lubricants and other toxic chemicals must never be drained into the soil. Food and drink containers, discarded equipment parts, and used fluids must be properly removed and disposed of.

Furthermore, ensure the impacted site is free of debris and the digging away materials are taken to Redstone C & D landfill for proper disposal, unless otherwise specified in this REC.

To apply for a NPDES construction general permit, the contractor shall complete the followings:

1. Complete ADEM form CSW-CGP-NOI and signed by a Qualified Credentialed Professional (QCP). The permit form can be filed electronically at <https://app.adem.alabama.gov/eNOI>
2. Provide a topographic map for the designated site, including CBMPP and other attachments if required.
3. Provide \$ 770.00 for an application fee.
4. Mail to: ADEM Water Division, 1400 Coliseum Boulevard, Montgomery, Alabama 36110-2059 or P.O. Box: 301463, Montgomery, Alabama 36130-1463.

You may Contact Mr. Dale Mapp, 334-394-4399, of ADEM, or, Ms. Katie Smith, 334-271-7850, of ADEM -Montgomery if you have any questions on NPDES construction permitting process. Or, you may fax the form to 334-394-4326, to the ADEM Montgomery office. The permitting forms can be viewed or downloaded at <http://adem.alabama.gov/programs/water/constructionstormwater.cnt> And, the construction storm water- Fee schedule D can be viewed at <http://adem.alabama.gov/programs/water/waterforms/feeschedule-D.pdf>

Once the contractor gets the construction permit, please provide the following documents: A copy of the previously submitted document(s) to ADEM--- Notice of Intent (NOI), Topographic map for the designated site, Best Management Practices Plan and a Comprehensive Spill Prevention Control & Countermeasures as part of the CBMPP. Also, include a copy of the NOI Received (The construction general permit) with your package.

Please forward a copy of the requested information to my attention: US Army Garrison, Environmental Management Division (IMRE-RED-PWE, Ramzi Makkouk), Building 4488 Martin Road.

# Journal Notes

DPW Tracking No. 2012194-4

ENV No. 1287-12

| Date      | Notes No. | Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Reviewer:       | Branch: |
|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| 27-Aug-12 | 14        | <p>a. New waterlines must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new waterlines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting the new waterline into service.</p> <p>b. Because the total impacted area of this project exceeds one acre, the contractor is required to obtain a National Pollutant Discharge Elimination System (NPDES) construction general permit. The contractor is required to follow a Construction Best Management Practices Plan (CBMPP) for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after construction. The Construction Best Management Practices Plan shall be prepared and certified by a Qualified Credentialed Professional (QCP). A Qualified Credentialed Professional or Qualified Credentialed Inspector (QCI) must conduct regular inspections of regulated construction activities to ensure effective erosion and sediment controls are being maintained. In certain circumstances, the Qualified Credentialed Inspector or Qualified Credentialed Professional must also monitor construction site discharges for turbidity.</p> <p>The Alabama Handbook for Erosion and Sediment Control published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at:<br/><a href="http://swcc.alabama.gov/pages/erosion_control.aspx">http://swcc.alabama.gov/pages/erosion_control.aspx</a>. BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.</p> <p>The Construction Best Management Practices Plan must be retained onsite and be available for review by Alabama Department of Environmental Management (ADEM) or US Army Garrison - Redstone Installation Compliance staff upon request.</p> <p>Once the contractor obtains the construction permit, copies of the following documents must be submitted to the Environmental Management Division: Notice of Intent (NOI), topographic map for the designated site, Best Management Practices Plan and a Comprehensive Spill Prevention Control &amp; Countermeasures as part of the CBMPP. These documents should be forwarded to Ramzi Makkouk, Installation Compliance Branch (256-955-8501).</p> <p>c. The digging away materials, if any, are to be taken to Redstone Construction &amp; Demolition landfill for proper disposal, unless otherwise specified in this Record of Environmental Consideration. Contact Marc Subido at (256) 876-9675 to obtain the required delivery ticket and material certification forms for landfill use.</p> <p>d. If groundwater seeps into an excavation immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.</p> <p>The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. Redstone Arsenal's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / Directorate of Public Works through the Directorate of Public Works Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch.</p> <p>e. The project area is directly adjacent to recently planted pine trees. This area has been taken out of the grounds maintenance contract and will be heavily vegetated within the next two years. This will increase the opportunity for interaction with possible nuisance wildlife in the future. Contact the installation forester for any questions or concerns (Greg Hicks, 256-313-3258).</p> | Makkouk, Ramzi  | ICP     |
|           |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Morton, Valerie | CNR     |

# Journal Notes

DPW Tracking No. 2012318-1

ENV No. 1043-13

| Date      | Notes No. | Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Reviewer:             | Branch: |
|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------|
| 15-Nov-12 | 1         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Pfueger, Justin       | CNR     |
| 16-Nov-12 | 2         | Construction of two General Officer's Quarters (GOQs) should have no significant impacts to wetlands, sensitive species, or other natural resources especially if standard construction BMPs are utilized.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Allen, Shannon        | CNR     |
| 16-Nov-12 | 3         | I have reviewed this project and have found no significant impacts to historic building resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Stamps, Katie         | CNR     |
| 16-Nov-12 | 4         | I have reviewed this project and have found no significant impact on the Drinking Water, Emergency Planning and Community Right-to-Know Act, and Clean Air programs. However, new water lines installed to support these facilities must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new water lines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting these water lines into service. | Daniels, Gene         | ICP     |
| 16-Nov-12 | 5         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Seaver, Dan           | ICP     |
| 16-Nov-12 | 6         | Contractor must complete the material certification and delivery ticket forms when hauling debris from the proposed construction sites. The point of contact is Mr. Marcelino M. Subido, Qualified Recycling and Solid Waste Program Manager, (256) 876-9675.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Subido, Marc          | ICP     |
| 16-Nov-12 | 7         | Proposed GOQ construction will not impact wetlands, wildlife or natural resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Easterwood, Christine | CNR     |
| 16-Nov-12 | 8         | Required tree removal on this project will not be of commercial quantity or quality for a commercial timber sale. Vegetative removal will be the responsibility of the contractor and should be completely removed from the site and disposed of properly. Contact installation forester for any questions or concerns (313-3258).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Hicks, Gregory        | CNR     |
| 16-Nov-12 | 9         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Souza, John           | ICP     |
| 16-Nov-12 | 10        | I have reviewed this project and have found no significant environmental impacts on hazardous waste compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Terry, Booker         | ICP     |
| 20-Nov-12 | 11        | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Hoksbergen, Ben       | CNR     |

# Journal Notes

DPW Tracking No. 2012318-1

ENV No. 1043-13

Date Notes No. Notes:

20-Nov-12

12

If groundwater seeps into an excavation immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.

The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. RSA's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / DPW through the DPW Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch.

Troy W. Pitts CIV

Reviewer:

Sheehy, James

Branch: IRP

Date            Notes No.   Notes:  
03-Dec-12            13

The contractor is required to obtain a National Pollutant Discharge Elimination System (NPDES) construction general permit, since the total impacted areas of this project is more than an acre. The contractor is required to follow a Construction Best Management Practices Plan (CBMPP) for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after construction. The CBMPP shall be prepared and certified by a Qualified Credentialed Professional (QCP). A QCP or Qualified Credentialed Inspector (QCI) must conduct regular inspections of regulated construction activities to ensure effective erosion and sediment controls are being maintained. In certain circumstances, the QCI or QCP must also monitor construction site discharges for turbidity.

The Alabama Handbook for Erosion and Sediment Control published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at:  
[http://swcc.alabama.gov/pages/erosion\\_control.aspx](http://swcc.alabama.gov/pages/erosion_control.aspx). BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.

Multiple Best Management Practices (BMPs) may need to be implemented to provide adequate erosion and sediment control protection. BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.  
So, please ensure the following BMPs are implemented:

BMPs include, but are not limited to silt fences, wattles, hay bales, vegetated buffer strips, storm drain inlet and culvert protection, check dams, etc, and should also include project activities that are designed to preserve existing vegetation wherever feasible, and stabilizing disturbed areas as soon as possible after grading or disturbance. All disturbed areas shall be stabilized with appropriate vegetation prior to project completion. Temporary BMPs (such as those listed above) shall be removed and properly discarded upon completion of the project.

Runoff from the project site should be free of excessive sediments and other constituents during demolition since activities are constantly changing site conditions. The CBMPP must be retained onsite and be available for review by Alabama Department of Environmental Management (ADEM) or US Army Garrison - Redstone Installation Compliance staff upon request.

Soil stabilization practices shall be designed to preserve existing vegetation where feasible and to revegetate open areas as soon as feasible after grading. These control practices shall include temporary seeding, permanent seeding, mulching or other soil stabilization practices in order to prevent erosion or sediment runoff from happening.

Trash disposal must be properly handled throughout the operation in accordance with all applicable laws. Fuel, lubricants and other toxic chemicals must never be drained into the soil. Food and drink containers, discarded equipment parts, and used fluids must be properly removed and disposed of.

Furthermore, ensure the impacted site is free of debris and the discarded materials are taken to Redstone C & D landfill for proper disposal, unless otherwise specified in this REC.

To apply for a NPDES construction general permit, the contractor shall complete the followings:

1. Complete ADEM form CSW-CGP-NOI and signed by a Qualified Credentialed Professional (QCP). The permit form can be filed electronically at <https://app.adem.alabama.gov/eNOI>
2. Provide a topographic map for the designated site, including CBMPP and other attachments if required.
3. Provide \$ 770.00 for an application fee.
4. Mail to: ADEM Water Division, 1400 Coliseum Boulevard, Montgomery, Alabama 36110-2059 or P.O. Box: 301463, Montgomery, Alabama 36130-1463.

You may Contact Mr. Dale Mapp, 334-394-4399, of ADEM, or, Ms. Katie Smith, 334-271-7850, of ADEM -Montgomery if you have any questions on NPDES construction permitting process. Or, you may fax the form to 334-394-4326, to the ADEM Montgomery office. The permitting forms can be viewed or downloaded at <http://adem.alabama.gov/programs/water/constructionstormwater.cnt> And, the construction storm water- Fee schedule D can be viewed at <http://adem.alabama.gov/programs/water/waterforms/feeschedule-D.pdf>

Once the contractor gets the construction permit, the contractor shall provide the following documents: A copy of the previously submitted document(s) to ADEM--- Notice of Intent (NOI), Topographic map for the designated site, Best Management Practices Plan and a Comprehensive Spill Prevention Control & Countermeasures as part of the CBMPP. Also, include a copy of the NOI Received (The construction general permit) with your package.

Please forward a copy of the requested information to Ramzi Makkouk of the Environmental Office Compliance Branch: US Army Garrison, Environmental Management Division (IMRE-RED-PWE, Ramzi Makkouk), Building 4488 Martin Road.

# Journal Notes

DPW Tracking No. 2012318-1

ENV No. 1043-13

Date

Notes No. Notes:

Reviewer:

Makkouk, Ramzi

Branch: ICP

---



# Journal Notes

DPW Tracking No. 2012318-1

ENV No. 1043-13

| Date      | Notes No. | Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Reviewer:             | Branch: |
|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------|
| 15-Nov-12 | 1         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Pflueger, Justin      | CNR     |
| 16-Nov-12 | 2         | Construction of two General Officer's Quarters (GOQs) should have no significant impacts to wetlands, sensitive species, or other natural resources especially if standard construction BMPs are utilized.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Allen, Shannon        | CNR     |
| 16-Nov-12 | 3         | I have reviewed this project and have found no significant impacts to historic building resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Stamps, Katie         | CNR     |
| 16-Nov-12 | 4         | I have reviewed this project and have found no significant impact on the Drinking Water, Emergency Planning and Community Right-to-Know Act, and Clean Air programs. However, new water lines installed to support these facilities must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new water lines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting these water lines into service. | Daniels, Gene         | ICP     |
| 16-Nov-12 | 5         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Seaver, Dan           | ICP     |
| 16-Nov-12 | 6         | Contractor must complete the material certification and delivery ticket forms when hauling debris from the proposed construction sites. The point of contact is Mr. Marcelino M. Subido, Qualified Recycling and Solid Waste Program Manager, (256) 876-9675.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Subido, Marc          | ICP     |
| 16-Nov-12 | 7         | Proposed GOQ construction will not impact wetlands, wildlife or natural resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Easterwood, Christine | CNR     |
| 16-Nov-12 | 8         | Required tree removal on this project will not be of commercial quantity or quality for a commercial timber sale. Vegetative removal will be the responsibility of the contractor and should be completely removed from the site and disposed of properly. Contact installation forester for any questions or concerns (313-3258).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Hicks, Gregory        | CNR     |
| 16-Nov-12 | 9         | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Souza, John           | ICP     |
| 16-Nov-12 | 10        | I have reviewed this project and have found no significant environmental impacts on hazardous waste compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Terry, Booker         | ICP     |
| 20-Nov-12 | 11        | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Hoksbergen, Ben       | CNR     |

# Journal Notes

DPW Tracking No. 2012316-1

ENV No. 1043-13

Date Notes No. Notes:

20-Nov-12

12

If groundwater seeps into an excavation immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.

The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. RSA's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / DPW through the DPW Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch.

Troy W. Pitts CIV

Reviewer:

Sheehy, James

Branch: IRP

Date        Notes No.    Notes:  
03-Dec-12        13

The contractor is required to obtain a National Pollutant Discharge Elimination System (NPDES) construction general permit, since the total impacted areas of this project is more than an acre. The contractor is required to follow a Construction Best Management Practices Plan (CBMPP) for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after construction. The CBMPP shall be prepared and certified by a Qualified Credentialed Professional (QCP). A QCP or Qualified Credentialed Inspector (QCI) must conduct regular inspections of regulated construction activities to ensure effective erosion and sediment controls are being maintained. In certain circumstances, the QCI or QCP must also monitor construction site discharges for turbidity.

The Alabama Handbook for Erosion and Sediment Control published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at:  
[http://swcc.alabama.gov/pages/erosion\\_control.aspx](http://swcc.alabama.gov/pages/erosion_control.aspx). BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.

Multiple Best Management Practices (BMPs) may need to be implemented to provide adequate erosion and sediment control protection. BMPs are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution. So, please ensure the following BMPs are implemented:

BMPs include, but are not limited to silt fences, wattles, hay bales, vegetated buffer strips, storm drain inlet and culvert protection, check dams, etc, and should also include project activities that are designed to preserve existing vegetation wherever feasible, and stabilizing disturbed areas as soon as possible after grading or disturbance. All disturbed areas shall be stabilized with appropriate vegetation prior to project completion. Temporary BMPs (such as those listed above) shall be removed and properly discarded upon completion of the project.

Runoff from the project site should be free of excessive sediments and other constituents during demolition since activities are constantly changing site conditions. The CBMPP must be retained onsite and be available for review by Alabama Department of Environmental Management (ADEM) or US Army Garrison - Redstone Installation Compliance staff upon request.

Soil stabilization practices shall be designed to preserve existing vegetation where feasible and to revegetate open areas as soon as feasible after grading. These control practices shall include temporary seeding, permanent seeding, mulching or other soil stabilization practices in order to prevent erosion or sediment runoff from happening.

Trash disposal must be properly handled throughout the operation in accordance with all applicable laws. Fuel, lubricants and other toxic chemicals must never be drained into the soil. Food and drink containers, discarded equipment parts, and used fluids must be properly removed and disposed of.

Furthermore, ensure the impacted site is free of debris and the discarded materials are taken to Redstone C & D landfill for proper disposal, unless otherwise specified in this REC.

To apply for a NPDES construction general permit, the contractor shall complete the followings:

1. Complete ADEM form CSW-CGP-NOI and signed by a Qualified Credentialed Professional (QCP). The permit form can be filed electronically at <https://app.adem.alabama.gov/eNOI>
2. Provide a topographic map for the designated site, including CBMPP and other attachments if required.
3. Provide \$ 770.00 for an application fee.
4. Mail to: ADEM Water Division, 1400 Coliseum Boulevard, Montgomery, Alabama 36110-2059 or P.O. Box: 301463, Montgomery, Alabama 36130-1463.

You may Contact Mr. Dale Mapp, 334-394-4399, of ADEM, or, Ms. Katie Smith, 334-271-7850, of ADEM -Montgomery if you have any questions on NPDES construction permitting process. Or, you may fax the form to 334-394-4326, to the ADEM Montgomery office. The permitting forms can be viewed or downloaded at <http://adem.alabama.gov/programs/water/constructionstormwater.cnt> And, the construction storm water- Fee schedule D can be viewed at <http://adem.alabama.gov/programs/water/waterforms/feeschedule-D.pdf>

Once the contractor gets the construction permit, the contractor shall provide the following documents: A copy of the previously submitted document(s) to ADEM--- Notice of Intent (NOI), Topographic map for the designated site, Best Management Practices Plan and a Comprehensive Spill Prevention Control & Countermeasures as part of the CBMPP. Also, include a copy of the NOI Received (The construction general permit) with your package.

Please forward a copy of the requested information to Ramzi Makkouk of the Environmental Office Compliance Branch: US Army Garrison, Environmental Management Division (IMRE-RED-PWE, Ramzi Makkouk), Building 4488 Martin Road.

# Journal Notes

DPW Tracking No. 2012318-1

ENV No. 1043-13

| Date      | Notes No. | Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Reviewer:             | Branch: |
|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------|
|           |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Makkouk, Ramzi        | ICP     |
| 04-Dec-12 | 14        | Amended location of Ripley/Wadsworth GOQ house will not impact wetlands, wildlife or natural resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Easterwood, Christine | CNR     |
| 04-Dec-12 | 15        | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Pflueger, Justin      | CNR     |
| 04-Dec-12 | 16        | I have no additional comments to add on it and my previous journal entry will stay unchanged.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Makkouk, Ramzi        | ICP     |
| 04-Dec-12 | 17        | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Souza, John           | ICP     |
| 04-Dec-12 | 18        | If groundwater seeps into an excavation immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.<br><br>The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. RSA's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / DPW through the DPW Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch. | Sheehy, James         | IRP     |
| 05-Dec-12 | 19        | I have reviewed this project and have found no significant impacts to historic building resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Stamps, Katie         | CNR     |
| 05-Dec-12 | 20        | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Seaver, Dan           | ICP     |
| 05-Dec-12 | 21        | Contractor must complete the material certification and delivery ticket forms when hauling debris to the Redstone landfill. The point of contact is Mr. Marcelino M. Subido, Qualified Recycling and Solid Waste Program Manager, (256) 876-9675.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Subido, Marc          | ICP     |
| 06-Dec-12 | 22        | Construction of two General Officer's Quarters (GOQs) should have no significant impacts to wetlands, sensitive species, or other natural resources especially if standard construction BMPs are utilized.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Allen, Shannon        | CNR     |
| 06-Dec-12 | 23        | Required tree removal on this project will not be of merchantable quality or quality for a commercial timber sale. Vegetative removal will be the responsibility of the contractor and should be completely removed from the site and disposed of properly. Contact installation forester for any questions or concerns (313-3258).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Hicks, Gregory        | CNR     |
| 06-Dec-12 | 24        | I have reviewed this project and have found no significant environmental impacts in my area of expertise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Hoksbergen, Ben       | CNR     |

# Journal Notes

DPW Tracking No. 2012318-1

ENV No. 1043-13

| Date      | Notes No. | Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 06-Dec-12 | 25        | <p>I have reviewed this project and have found no significant impact on the Drinking Water, Emergency Planning and Community Right-to-Know Act, and Clean Air programs. However, the new waterlines must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new waterlines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting the new waterline into service.</p> <p>Reviewer: Daniels, Gene Branch: ICP</p> |
| 06-Dec-12 | 26        | <p>I have reviewed this project and have found no significant environmental impacts on hazardous waste compliance.</p> <p>Reviewer: Terry, Booker Branch: ICP</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Date            Notes No.   Notes:  
07-Dec-12            27

a. Required tree removal on this project will not be of merchantable quality or quality for a commercial timber sale. Vegetative removal will be the responsibility of the contractor and should be completely removed from the site and disposed of properly. Contact installation forester for any questions or concerns (313-3258).

b. The new waterlines must comply with the American National Standards Institute /the American Water Works Association Standards 600-606 which addresses issues for pipe installation procedures, as well as guidelines on inspection, trench construction, pipe installation, joint assembly, flushing, pressure testing, and leakage testing. These guidelines are identified under the "best management practices" for the construction or repair of water mains. Also, the new waterlines must be flushed and sanitized (flush with chlorinated water), and a water quality analysis must be conducted before putting the new waterline into service.

c. The contractor is required to obtain a National Pollutant Discharge Elimination System (NPDES) construction general permit, since the total impacted areas of this project is more than an acre. The contractor is required to follow a Construction Best Management Practices Plan (CBMPP) for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after construction. The Construction Best Management Practices Plan shall be prepared and certified by a Qualified Credentialed Professional (QCP). A Qualified Credentialed Professional or Qualified Credentialed Inspector (QCI) must conduct regular inspections of regulated construction activities to ensure effective erosion and sediment controls are being maintained. In certain circumstances, the Qualified Credentialed Inspector or Qualified Credentialed Professional must also monitor construction site discharges for turbidity.

The Alabama Handbook for Erosion and Sediment Control published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at:  
[http://swcc.alabama.gov/pages/erosion\\_control.aspx](http://swcc.alabama.gov/pages/erosion_control.aspx). Best Management Practices are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.

Multiple Best Management Practices (BMPs) may need to be implemented to provide adequate erosion and sediment control protection. Best Management Practices are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.  
So, please ensure the following Best Management Practices are implemented:

Best Management Practices include, but are not limited to silt fences, wattles, hay bales, vegetated buffer strips, storm drain inlet and culvert protection, check dams, etc, and should also include project activities that are designed to preserve existing vegetation wherever feasible, and stabilizing disturbed areas as soon as possible after grading or disturbance. All disturbed areas shall be stabilized with appropriate vegetation prior to project completion. Temporary Best Management Practices (such as those listed above) shall be removed and properly discarded upon completion of the project.

Runoff from the project site should be free of excessive sediments and other constituents during demolition since activities are constantly changing site conditions. The Construction Best Management Practices Plan must be retained onsite and be available for review by Alabama Department of Environmental Management (ADEM) or US Army Garrison - Redstone Installation Compliance staff upon request.

Soil stabilization practices shall be designed to preserve existing vegetation where feasible and to re-vegetate open areas as soon as feasible after grading. These control practices shall include temporary seeding, permanent seeding, mulching or other soil stabilization practices in order to prevent erosion or sediment runoff from happening.

Trash disposal must be properly handled throughout the operation in accordance with all applicable laws. Fuel, lubricants and other toxic chemicals must never be drained into the soil. Food and drink containers, discarded equipment parts, and used fluids must be properly removed and disposed of.

Furthermore, ensure the impacted site is free of debris and the discarded materials are taken to Redstone Construction and Demolition landfill for proper disposal, unless otherwise specified in this REC.

To apply for a NPDES construction general permit, the contractor shall complete the followings:

1. Complete Alabama Department of Environmental Management form CSW-CGP-NOI and signed by a Qualified Credentialed Professional (QCP). The permit form can be filed electronically at <https://app.adem.alabama.gov/eNOI>
2. Provide a topographic map for the designated site, including Construction Best Management Practices Plan and other attachments if required.
3. Provide \$ 770.00 for an application fee.
4. Mail to: Alabama Department of Environmental Management Water Division, 1400 Coliseum

# Journal Notes

DPW Tracking No. 2012318-1

ENV No. 1043-13

Date Notes No. Notes:

Boulevard, Montgomery, Alabama 36110-2059 or P.O. Box: 301463, Montgomery, Alabama 36130-1463.

You may Contact Mr. Dale Mapp, 334-394-4399, of ADEM, or, Ms. Katie Smith, 334-271-7850, of ADEM—Montgomery if you have any questions on NPDES construction permitting process. Or, you may fax the form to 334-394-4326, to the ADEM Montgomery office. The permitting forms can be viewed or downloaded at <http://adem.alabama.gov/programs/water/constructionstormwater.cnt> And, the construction storm water- Fee schedule D can be viewed at <http://adem.alabama.gov/programs/water/waterforms/feeschedule-D.pdf>

Once the contractor obtains the construction permit, the contractor shall provide the following documents: A copy of the previously submitted document(s) to ADEM— Notice of Intent (NOI), Topographic map for the designated site, Best Management Practices Plan and a Comprehensive Spill Prevention Control & Countermeasures as part of the Construction Best Management Practices Plan. Also, include a copy of the Notice of Intent Received (The construction general permit) with your package.

Please forward a copy of the requested information to Ramzi Makkouk of the Environmental Office Compliance Branch: US Army Garrison, Environmental Management Division (IMRE-PWE, Ramzi Makkouk), Building 4488 Martin Road.

d.The contractor must complete the material certification and delivery ticket forms when hauling debris to the Redstone landfill. The point of contact is Mr. Marcelino M. Subido, Qualified Recycling and Solid Waste Program Manager, (256) 876-9675.

e.If groundwater seeps into an excavation, immediately contact the Installation Restoration Program, 256-842-2836, for additional guidance. Do not pump the groundwater from the disturbed area. The groundwater must be collected and sampled before disposal.

The Redstone Arsenal Garrison Installation Restoration Program, in conjunction with the Environmental Protection Agency and the Alabama Department of Environmental Management, has implemented enforceable land use controls for the use of Installation Wide Groundwater. Redstone Arsenal's Installation-Wide Groundwater Interim Record of Decision prohibits the use of groundwater for drinking water purposes. Any intrusive activities that may expose workers to groundwater (including seeps and springs) must be reviewed by the Installation Restoration Branch / Department of Public Works through the Department of Public Works Job Order Request procedures. Installation of wells is not permitted without the review and approval from the Garrison Installation Restoration Branch.

Reviewer: Morton, Valerie

Branch: CNR

Exhibit B

EXISTING ARMY OUTGRANTS AND ENCUMBRANCES

1. Agreement by and between Redstone Arsenal Homes, Inc., and Southern Bell Telephone and Telegraph Company recorded in Deed Book 214, Page 179, Probate Records of Madison County, Alabama, an easement to Southern Bell Telephone and Telegraph Company as disclosed by the title policy (DACA 01-2-67-193).
2. Department of the Army Easement for Right of Way on Redstone Arsenal Military Reservation, recorded in Deed Book 214, Page 190, and Plat 1, Pages 234 and 235, Probate Records of Madison County, Alabama, an easement to the City of Huntsville, State of Alabama, as disclosed by the title policy (Contract No. 00000330000034).
3. Department of the Army Easement for Right of Way (Pipe Line) to the City of Huntsville, State of Alabama, recorded In Deed Book 239, Page 249, Probate Records of Madison County, Alabama.
4. Department of the Army Easement for Pipeline Right of Way located on Redstone Arsenal, Alabama, to the City of Huntsville, recorded in Deed Book 879, Page 698, Probate Records of Madison County, Alabama.



## Exhibit F

**EXHIBIT F**

**QUITCLAIM DEED TO PROJECT OWNER**

This deed was  
reviewed by

\_\_\_\_\_, Attorney  
U.S. Army Engineer District  
Norfolk  
803 Front St.  
Norfolk, VA 23510

When recorded return to:

Redstone Communities, LLC  
Attn: Sinclair Cooper  
4401 N. Mesa Street  
El Paso, Texas 79902-1107

**REDSTONE ARSENAL**

**QUITCLAIM DEED FOR IMPROVEMENTS ONLY**

STATE OF ALABAMA

)

) ss.

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MADISON

)

**THIS QUITCLAIM DEED FOR IMPROVEMENTS ONLY** (the "**Deed**") to be effective as of \_\_\_\_\_, 2013 (the "**Effective Date**") by and between **THE UNITED STATES OF AMERICA**, acting by and through the Director of Real Estate, U.S. Army Engineer, Headquarters, pursuant to delegations of authority from the Secretary of the Army (the "**Grantor**") under and pursuant to the National Defense Authorization Act for FY 1996 (Public Law 104-106, 110 Stat. 186, Title XXVIII, Subtitle A, Military Housing Privatization Initiative, as amended, codified at 10 U.S.C. 2871-2885), and **REDSTONE COMMUNITIES, LLC**, a Delaware limited liability company, a Delaware limited liability company, whose address is 4401 N. Mesa Street, El Paso, Texas 79902 (the "**Grantee**"). The terms Grantor and Grantee, as and when used herein, mean and include each of their successors and assigns.

This transfer is made subject to the terms and conditions of the Ground Lease, including the requirement that under certain conditions set forth in the Ground Lease, whether by expiration of the term or otherwise, title to all Improvements shall be transferred to the Grantor without compensation and Grantee will warrant and convey all title to Improvements to the Grantor without any compensation in accordance with the terms and conditions of the Ground Lease.

**WITNESSETH THAT:**

The Grantor, under the authority contained in Title 10, United States Code, § 2878, and for the good and valuable consideration contained in that certain Department of the Army Ground Lease DACA 65-01-06-27, (the "**Ground Lease**") by and between the Grantor and the Grantee, effective as of the Effective Date (initially-capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Ground Lease), does hereby grant, transfer, set aside, and convey all buildings, structures, fixtures, systems and other improvements (the "**Improvements**"), of whatever nature located on the property (the "**Site**") identified in Exhibit A except for all those excluded improvements listed on Exhibit C (the "**Excluded Improvements**"), and subject to all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not, including but not limited to those Existing Army Outgrants listed on Exhibit B (the "**Existing Army Outgrants**"), both in law and in equity, to the GRANTEE.

**THIS INSTRUMENT NEITHER GRANTS NOR CONVEYS ANY  
INTEREST IN THE LAND UNDERLYING THE IMPROVEMENTS**

**1. General Access Reservation**

- RESERVING unto the Grantor a perpetual and assignable easement and right of access on, over, and through the Site, to access and enter upon the Improvements for any purpose necessary, appropriate, or convenient in connection with the Grantor's purposes, including, without limitation, the Environmental Protection Provisions of this deed, emergencies, compliance with environmental, safety, and occupational health laws and regulations, whether or not the Grantor is responsible for enforcing them. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.
- In exercising such easement and right of access, the Grantor will enter the Improvement during regular business hours, give Grantee at least twenty-four (24) hours prior notice, and permit a representative of the Grantee to be present unless the Grantor determines that emergency entry is required for: emergency situations, including, but not limited to, safety and fire; environmental, operations; law enforcement or security purposes; or such entry is required as a matter of military necessity, including the right to enforce good order and discipline with respect to military tenants of the Improvements.
- No fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the Grantor.
- Grantee shall use good faith efforts to cooperate with Grantor with respect to such response action or corrective action and to not intentionally interfere with such response action or corrective action.

## **2. "As Is"**

- The Grantee acknowledges that it has inspected or had the opportunity to inspect the Improvements, and accepts the condition and state of repair of the subject Improvements. Except for expressly made representations provided in the Ground Lease or in this Deed, the Grantee understands and agrees that the Improvements and any part thereof are conveyed "AS IS" and "WHERE IS" without any representation, warranty or guaranty by the Grantor as to title, quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.
- No warranties, either express or implied, are given with regard to the condition of the Improvements, including, without limitation, whether the Improvements do or do not contain hazardous materials or are or are not safe for a particular purpose. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Improvements, including, without limitation, any asbestos, lead-based paint, mold, pesticide, or other conditions on the Improvements. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Improvements offered, will not constitute grounds for any claim or demand against the United States.

## **3. Hold Harmless**

- The Grantee agrees to indemnify, defend, save, and hold harmless the Grantor from and against all suits, liabilities and judgments, including actual costs and attorney's fees, which Grantor may suffer by reason on any suits, claims, demands or actions by third parties arising out of, claimed on account of, or in any manner predicated upon personal injury, death or property damage to the extent resulting from, related to, caused by or arising out of Grantee's negligence or willful misconduct in connection with or pursuant to the activities of Grantee under this deed or Grantee's failure to act where Grantee had a duty to act under this deed but not to the extent such damage or destruction is caused by Grantor's negligence or Grantor's failure to act where Grantor had a duty to act under this deed.
- The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the notices, use restrictions, and restrictive covenants in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Improvements.
- The Grantor shall not be responsible for any costs associated with activity under a conditional exception, amendment, or as an exception to the grant or change in activity or use, including without limitation, costs associated with any additional investigation or remediation.
- Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

## **4. Post Transfer Discovery of Contamination**

- If the Grantee believes a discovered Hazardous Substance is due to Grantor's activities, use or ownership of the Improvements, Grantee will immediately secure the site and notify

the Grantor of the existence of the Hazardous Substances, and Grantee will not further disturb such Hazardous Substances without the written permission of the Grantor.

- Grantee, as consideration for the conveyance of the Improvements, agrees to release Grantor from any liability or responsibility for any claims arising solely out of the release of any Hazardous Substance or petroleum product on the Improvements occurring after the Effective Date, where such substance or product was placed on the Improvements by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.
- The Grantor shall not incur liability for additional response action or corrective action found to be necessary after the Effective Date in any case in which the person or entity to whom the Improvements are conveyed, or other non-Grantor entities, is identified as the party responsible for contamination of the Improvements.

#### **5. Environmental Protection Provisions**

- The Environmental Protection Provisions are at **Exhibit D**, which is attached hereto and made a part hereof. Except for transfers to the United States of America, the Grantee shall neither transfer the Improvements, lease the Improvements, nor grant any interest, privilege, or license whatsoever in connection with the Improvements without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license, except for occupancy agreements permitted under the Ground Lease.
- AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees, forever, that this Deed is made and accepted upon each of the covenants of Grantee set forth herein, which covenants shall be binding upon and enforceable against the Grantee in perpetuity; and that the notices, covenants, and restrictions set forth herein are a binding servitude on the Improvements herein conveyed and shall be deemed to run with the land in perpetuity, except for transfers to the United States of America.

#### **6. Notice of Historic Improvements and Preservation Covenant [Take from FOST or FOSL if no FOST exists]**

#### **7. Non-Discrimination Covenant**

The Grantee covenants that it shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the Improvements, or in their employment practices conducted thereon. The Grantor shall be deemed a beneficiary of this covenant without regard to whether

it remains the owner of any land or interest therein in the locality of the Improvements hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

**8. Anti-Deficiency Act Clause**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

**9. No Waiver**

The failure of the Grantor to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, with respect to such future performance, shall continue in full force and effect.

**EXHIBITS**

- A – Legal Description of Site
- B – Existing Army Outgrants
- C – Excluded Improvements
- D – Environmental Protection Provisions

*[Signatures and Acknowledgements Begin on Next Page]*

**IN WITNESS WHEREOF**, the undersigned duly authorized agents of the parties hereto have duly executed this Deed to be effective as of the Effective Date.

**UNITED STATES OF AMERICA,**  
by the Secretary of the Army

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, effective as of the Effective Date.

**REDSTONE COMMUNITIES LLC,**  
a Delaware limited liability company

By: Redstone Investments LLC, a Delaware limited liability  
company, Managing Member

By: Hunt ELP, Ltd., a Texas limited  
partnership, Member

By: HB GP, LLC, a Nevada limited  
liability company, Managing  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF EL PASO

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:





## GOQ RIGHT OF ENTRY DESCRIPTION

All that certain lot, piece or parcel of land, belonging, lying, situated and being in the Gate 8 Area Community of Redstone Arsenal located in part of Sections 8 & 9, Township 4 South, Range 1 West, Madison County, Alabama, known and designated as Parcel-B, as shown on the survey entitled, "Plat of Family Housing Parcel-8 Redstone Arsenal, Alabaman. Scale is 1" = 200', Dated; April 26, 2006, and being more particularly described as follows:

Commencing at a found 4" x 4" concrete monument, stamped; RSA 14 and with the following coordinates: X=416,328.67 Y=1,528,789.80, said RSA 14 being N 9°48'25" W for 5,821.98 feet from found Monument US 36 at the apparent Southeast corner of Section 16, Township 4 South, Range 1 West and go N 44°21'14" W for 4,968.72 feet to a set 2" aluminum cap stamped "B-01", the following courses and distances:

S 13°00'22" W a distance of 431.43 feet to a set 2" aluminum cap, the S 83°56'25" E a distance of 348.68 set to a set 2" aluminum cap, thence S 76°36'33" E a distance of 415.37 feet to a set 2" aluminum cap, thence S 30°49'57" E a distance of 642.66 feet to a set 2" aluminum cap, thence S 30°52'00" E a distance of 417.09 feet to a set 2" aluminum cap, thence S 33°26'25" W a distance of 184.75 feet to a set 2" aluminum cap, thence N 89°54'40" W a distance of 156.92 feet to a set 2" aluminum cap on the East edge of Hughes Drive, thence S 16°05'05" W a distance of 127.97 feet to a set 2" aluminum cap on the West edge of Hughes Drive, thence S 79°01'46" W a distance of 732.70 feet to a set 2" aluminum cap, thence S 33°08'53" E a distance of 636.17 feet to a set 2" aluminum cap, thence S 10°53'05" E a distance of 550.45 feet to a set 2" aluminum cap on the North edge of Hughes Drive, thence along said drive as follows: S 45°45'21" W a distance of 15.62 feet to a point, thence S 49°35'53" W a distance of 69.51 feet to a point, thence S 53°51'14" W a distance of 42.10 feet to a point, thence S 55°48'23" W a distance of 29.05 feet to a point, thence S 57°30'05" W a distance of 89.35 feet to a point, thence S 57°50'11" W a distance of 151.07 feet to a point, thence S 57°54'49" W a distance of 64.80 feet to a set 2" aluminum cap at the back of curb on the West edge of Niblo Drive, thence N 17°00'29" W a distance of 235.61 feet to a set 2" aluminum cap, thence S 87°05'09" W a distance of 2371.17 feet to a set 2" aluminum cap, thence N 19°06'53" E a distance of 783.60 feet to a set 2" aluminum cap, thence N 41°09'06" E a distance of 657.26 feet to a set 2" aluminum cap, SAID CAP BEING THE POINT OF BEGINNING FOR TEMPORARY RIGHT OF ENTRY. thence N 55°40'15" W a distance of 296.32 feet to a set 2" aluminum cap, thence S 46°27'45" W a distance of 367.18 feet to a set 2" aluminum cap, thence N 60°25'46" W a distance of 322.67 feet to a set 2" aluminum cap, thence N 36°01'21" E a distance of 478.60 feet to a set 2" aluminum cap, thence N 72°11'41" E a distance of 213.90 feet to a set 2" aluminum cap, thence N 28°48'15" E a distance of 118.44 feet to a set 2" aluminum cap, thence S 89°56'24" E a distance of 177.27 feet to a set 2"

aluminum cap on the West edge of Wadsworth Drive, thence S  $4^{\circ}13'46''$  E a distance of 163.27 feet to a set 2" aluminum cap, thence N  $86^{\circ}36'12''$  E a distance of 216.70 feet to a set 2" aluminum cap, THENCE S  $6^{\circ}26'59''$  E A DISTANCE OF 267.94 FEET TO A POINT, THENCE S  $41^{\circ}9'6''$  W A DISTANCE OF 283.24 FEET AND BACK TO THE POINT OF BEGINNING.

The above described parcel contains 8.96 acres (390,134.1 sq. ft.)

Exhibit B

EXISTING ARMY OUTGRANTS AND ENCUMBRANCES

1. Agreement by and between Redstone Arsenal Homes, Inc., and Southern Bell Telephone and Telegraph Company recorded in Deed Book 214, Page 179, Probate Records of Madison County, Alabama, an easement to Southern Bell Telephone and Telegraph Company as disclosed by the title policy (DACA 01-2-67-193).
2. Department of the Army Easement for Right of Way on Redstone Arsenal Military Reservation, recorded in Deed Book 214, Page 190, and Plat 1, Pages 234 and 235, Probate Records of Madison County, Alabama, an easement to the City of Huntsville, State of Alabama, as disclosed by the title policy (Contract No. 00000330000034).
3. Department of the Army Easement for Right of Way (Pipe Line) to the City of Huntsville, State of Alabama, recorded in Deed Book 239, Page 249, Probate Records of Madison County, Alabama.
4. Department of the Army Easement for Pipeline Right of Way located on Redstone Arsenal, Alabama, to the City of Huntsville, recorded in Deed Book 879, Page 698, Probate Records of Madison County, Alabama.



Exhibit B

EXISTING ARMY OUTGRANTS AND ENCUMBRANCES

1. Agreement by and between Redstone Arsenal Homes, Inc., and Southern Bell Telephone and Telegraph Company recorded in Deed Book 214, Page 179, Probate Records of Madison County, Alabama, an easement to Southern Bell Telephone and Telegraph Company as disclosed by the title policy (DACA 01-2-67-193).
2. Department of the Army Easement for Right of Way on Redstone Arsenal Military Reservation, recorded in Deed Book 214, Page 190, and Plat 1, Pages 234 and 235, Probate Records of Madison County, Alabama, an easement to the City of Huntsville, State of Alabama, as disclosed by the title policy (Contract No. 00000330000034).
3. Department of the Army Easement for Right of Way (Pipe Line) to the City of Huntsville, State of Alabama, recorded in Deed Book 239, Page 249, Probate Records of Madison County, Alabama.
4. Department of the Army Easement for Pipeline Right of Way located on Redstone Arsenal, Alabama, to the City of Huntsville, recorded in Deed Book 879, Page 698, Probate Records of Madison County, Alabama.

Exhibit C

EXCLUDED IMPROVEMENTS

1. Improvements in the form of all Army-owned utility infrastructure at Redstone Arsenal to include the electrical, gas, water and wastewater service lines and associated structures within the Site up to the demarcation point for each Improvement as spelled out in the Municipal Services Agreement.

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 9/26/2013

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Agreement with the Federal Building Authority

Document Name: Agreement with the Federal Building Authority

City Obligation Amount: \$2,500,000

Total Project Budget: \$2,500,000

Uncommitted Account Balance:

Account Number:

## Procurement Agreements

|                       |                       |
|-----------------------|-----------------------|
| <u>Not Applicable</u> | <u>Not Applicable</u> |
|-----------------------|-----------------------|

## Grant-Funded Agreements

|                       |             |
|-----------------------|-------------|
| <u>Not Applicable</u> | Grant Name: |
|-----------------------|-------------|

| Department                                  | Signature | Date |
|---------------------------------------------|-----------|------|
| 1) Originating                              |           |      |
| 2) Legal                                    |           |      |
| 3) Finance                                  |           |      |
| 4) Originating                              |           |      |
| 5) Copy Distribution                        |           |      |
| a. Mayor's office<br>(1 copies)             |           |      |
| b. Clerk-Treasurer<br>(Original & 2 copies) |           |      |
|                                             |           |      |